

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed fewer than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

October 9, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Clint Quilter, Acting County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Wolverine/Inyo LLC. Under negotiations: price and terms of payment.
3. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
4. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: County Administrator.
5. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Public Information Officer.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL – PERSONNEL ACTIONS

9. **HEALTH AND HUMAN SERVICES – Public Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Prevention Specialist exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more

appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Prevention Specialist at Range 60 (\$3,612 - \$4,387).

10. **PLANNING/PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Project Coordinator exists in the Planning and Public Works budgets, as certified by the Acting Public Works Director and Planning Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Project Coordinator at Range 66 (\$4,148 - \$5,050).
11. **PUBLIC WORKS – Road Department** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Mechanic Operator I/II exists in the Road Budget, as certified by the Acting Public Works Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Mechanic Operator I/II, Range 58 (\$3,444 - \$4,190 plus 2.5% tool allowance) to Range 60 (\$3,612 - \$4,387 plus 2.5% tool allowance), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

AGRICULTURAL COMMISSIONER

12. **Owens Valley Mosquito Abatement Program** – Request Board: A) declare the 2006 Polaris Sportsman 500 EFI all-terrain vehicle, asset number 8409, vehicle identification number 4XAMH50A46A658625, as surplus; B) authorize Motor Pool to offer the all-terrain vehicle for sale using the Public Surplus auction site; and C) authorize Motor Pool to utilize an auctioneer for the removal and sale of the all-terrain vehicle if it remains unsold following the Public Surplus process.

PUBLIC WORKS

13. Request Board: A) approve the contract between the County of Inyo and M Allen Construction & Tree Service of Bishop, CA for tree trimming services to remove hazardous and dead limbs from trees within the County Right-of-Way, with a not-to-exceed amount of \$75,000; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SHERIFF

14. Request Board: A) declare Idemia Identity & Security a sole-source provider; B) approve the annual maintenance agreement with Idemia Identity & Security for maintenance services for the two LiveScan fingerprint machines located at the Jail Facility and the one located at the Bishop Police Department; and B) authorize payment to Idemia Identity & Security for the annual maintenance agreement for the LiveScan fingerprint machines at the Jail Facility and Bishop PD, in the amount of \$16,000.

DEPARTMENTAL (To be considered at the Board's convenience)

15. **BOARD OF SUPERVISORS – Supervisor Kingsley** – Request Board approve a letter in response to Congressional mark-ups to the proposed Alabama Hills National Scenic Area legislation, and authorize the Chairperson to sign.
16. **TREASURER-TAX COLLECTOR** – Request Board A) authorize the Treasurer-Tax Collector to conduct a public auction, via the Internet, offering for sale to the highest bidder tax-defaulted parcels of land that are subject to the Tax Collector's Power to Sell; and B) in the event a parcel does not sell, authorize the Treasurer-Tax Collector to re-offer those parcels for sale within 90 days at a reduced minimum price deemed appropriate by the Treasurer-Tax Collector.
17. **SHERIFF** – Request Board: A) declare Sun Ridge Systems, Inc. a sole-source provider; and B) ratify and approve the purchase order and payment to Sun Ridge Systems, Inc. for RIMS annual support services in the amount of \$23,143 for the period of July 1, 2018 to June 30, 2019.

18. **PUBLIC WORKS** – Request Board approve resolution titled, “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Emergency Repairs and Replacements of Certain Fire Suppression Sprinklers at the County Jail in Order to Permit the Continued Conduct of County Operations and Services at that Facility” (4/5ths vote required).
19. **PUBLIC WORKS** – Request Board: A) approve Amendment No. 17 to County of Inyo Standard Contract 156 between the County of Inyo and Wadell Engineering Corporation to increase the amount of the contract \$192,785 for a total not-to-exceed amount of \$2,458,693 and extend the contract to June 30, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) amend the Fiscal Year 2018-2019 Lone Pine Airport Operating Transfer Out (Object Code 5801) by \$11,412; and C) amend the Fiscal Year 2018-2019 Lone Pine/Death Valley Airport Pavement Rehabilitation Budget (Budget To Be Determined By Auditor) as follows (4/5ths vote required):
 1. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$186,750;
 2. Increase estimated revenue in State Grants (Revenue Code 4498) by \$9,338;
 3. Increase estimated revenue in Lone Pine Airport Operating Transfer In (Revenue Code 4998) by \$11,412, which will come from the Lone Pine Airport Operating Budget (150500);
 4. Increase appropriations in Professional Services (Object Code 5265) by \$192,785; and
 5. Increase appropriations in External Charges (Object Code 5124) by \$14,715.
20. **PUBLIC WORKS** – Request Board: A) approve Amendment No. 18 to County of Inyo Standard Contract 156 between the County of Inyo and Wadell Engineering Corporation to increase the amount of the contract \$302,500 for a total not-to-exceed amount of \$2,761,193 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) amend the Fiscal Year 2018-2019 Bishop Airport Operating Transfer Out (Object Code 5801) by \$18,333; and C) amend the Fiscal Year 2018-2019 Bishop Airport-Taxiway Rehabilitation Budget (Budget To Be Determined By Auditor) as follows (4/5ths vote required):
 1. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$300,000;
 2. Increase estimated revenue in State Grants (Revenue Code 4498) by \$15,000;
 3. Increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$18,333, which will come from the Bishop Airport Operating Budget (150100);
 4. Increase appropriations in Professional Services (Object Code 5265) by \$302,500; and
 5. Increase appropriations in External Charges (Object Code 5124) by \$30,833.
21. **CLERK OF THE BOARD** – Request Board appoint one of three candidates to fill one (1) unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2022. (A Notice of Vacancy for the position resulted in requests for appointment being received from Mr. Ken Abbott, Ms. Suzanne Butler, and Mr. Don Kunze.)
22. **COUNTY ADMINISTRATOR** – Request Board: A) consider contribution of \$10,000 annually towards administrative support for the Eastern Sierra Council of Governments; and B) consider support for an effort to create a Joint Powers Authority for the ESCOG, at no cost to ESCOG members, for review by the ESCOG Board of Directors.
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Here It Comes Emergency” that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11 a.m. 28. **PLANNING** – Request Board: A) conduct a public hearing; B) deny Addendum No. 3 (Attachment 1) to the Mitigated Negative Declaration/Munro Valley Solar with the modifications to certain biological mitigation measures as described; and C) deny Amendment No. 3 (Attachment 2) to the Renewable Energy Permit (REP) 2013-01/Munro Valley Solar

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

29. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
9

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES- Public Health

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Request to hire one full time Prevention Specialist in the HHS Public Health & Prevention Division

DEPARTMENTAL RECOMMENDATION:

Request your Board find that consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in non-General Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply
- C) Approve the hiring of one Prevention Specialist at Range 60 (\$3,612 - \$4,387).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A Prevention Specialist in the HHS Public Health and Prevention division recently accepted a position with another community agency. This Prevention Specialist works within the prevention team and works as a WIC nutrition assistant, providing eligibility and case management services, as well as nutrition education to WIC recipients. Additionally, this position facilitates SUD and Tobacco prevention activities, including regularly scheduled events with older adults, and with youth through facilitation of high school youth coalition meetings and projects.

ALTERNATIVES:

Your Board could choose not to approve the filling of this position, which would limit our ability to offer regularly scheduled SUD/Tobacco prevention activities throughout the county, and would restrict the availability of walk-in WIC services.

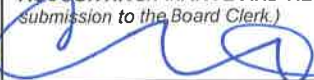
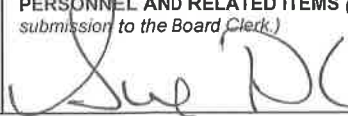
OTHER AGENCY INVOLVEMENT:

Local schools, senior programs, Probation, and other HHS divisions.

FINANCING:

State and Federal funding. This position is budgeted 40% in WIC (641917/18), 50% in Tobacco (640317), and 10% in SUD (045315) in the Salaries and Benefits object codes. No County General Funds.

APPROVALS

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>9/27/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>9/26/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 10/1/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works and Planning Departments

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Authorization for the hiring of a Project Coordinator

RECOMMENDATION: Find that, consistent with the adopted Authorized Position Review Policy:

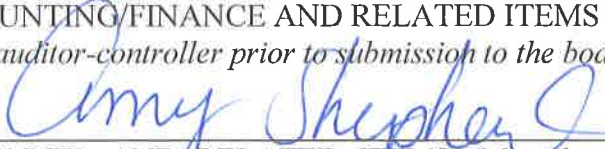

- 1) The availability of funding for the requested position exists in the Public Works and Planning Department budgets, as certified by the Acting Public Works and the Planning Director and concurred with by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates might meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- 3) Approve the hiring of one Project Coordinator at Range 66 (\$4,148-\$5,050).

SUMMARY DISCUSSION: This vacancy has been created by the promotion of the previous Project Coordinator to Assistant Planner. This shared position created through Service Redesign has proven to be very useful for both the Public Works and Planning Departments and both are requesting that this position be filled expeditiously to maintain the current workload of both departments.

ALTERNATIVES: The Board could not authorize the hiring of a Project Coordinator. This would result in delays to County projects and entitlement processing.

OTHER AGENCY INVOLVEMENT: None.

FINANCING: The funding for this position will be shared by both department budgets: fifty-percent Public Works (150100) and fifty-percent Planning (023800).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  10/1/18
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  10/1/18

DEPARTMENT HEAD SIGNATURES:

(Not to be signed until all approvals are received)



Date: 10/1/18

Michael Errante, Acting Public Works Director



Date: 10/1/18

Cathreen Richards, Planning Director



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

For Clerk's Use Only:
AGENDA NUMBER
11

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: 1007 - 9 2018

SUBJECT: Authorize the hiring one Mechanic Operator I/II position for the Tecopa/Shoshone Road Yard

DEPARTMENTAL RECOMMENDATIONS:

Request the Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists within the Road budget (034600), as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller;
- B) Where internal candidates could meet the qualifications for the position we are requesting an open recruitment to ensure the most qualified applicants apply; and
- C) Approve the hiring of one (1) time Mechanic Operator I/II at range 58 (\$3,444-\$4,190 plus 2.5% tool allowance) to range 60 (\$3,612-\$4,387 plus 2.5% tool allowance) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A position has become vacant in the Tecopa/Shoshone Road Yard with the retirement of the Mechanic/Operator. The Tecopa/Shoshone Road Yards area of responsibility is from the Death Valley National Park boundary to the Nevada State line, including; Old Spanish Trail, Furnace Creek Wash, Stateline Road, and numerous other paved and dirt roads. The Tecopa /Shoshone Road Yard would be at full staffing with a two person crew (one Forman and one Mechanic/ Operator). Due to the remoteness of the Tecopa/Shoshone area, the Road Crew preforms a wide variety of services in the Tecopa/Shoshone area, outside of their routine road maintenance requirements, often assisting other County departments including; Health and Human Services, Solid Waste, and the Sheriff's Department. Filling this vacancy helps ensure Road Department operations are performed as safely and timely as possible.

ALTERNATIVES:

The Board could elect not to authorize filling this vacant position, this is not recommended as the filling of this position will allow the Road Department to provide the level of road maintenance and service their respective Districts require.


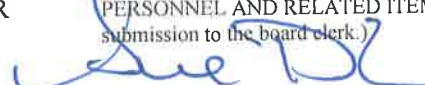
OTHER AGENCY INVOLVEMENT:

Personnel Department

FINANCING:

The requested positin is included in the Authorized Strength for the Road Department and is included in the Salaries and Benefits identified in the Road Budget.

Agenda Request Form
Board meeting of
Subject:

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>9/25/2018</u> Date <u>yg</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>↓</u> Date <u>9/25/18</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9/25/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 12

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Agriculture – Owens Valley Mosquito Abatement Program (OVMAP)

FOR THE BOARD MEETING: October 9, 2018

SUBJECT: Request to Dispose of Surplus All-Terrain Vehicle

DEPARTMENTAL RECOMMENDATION:

Request Board A) declare the 2006 Polaris Sportsman 500 EFI all-terrain vehicle, asset number 8409, vehicle identification number 4XAMH50A46A658625, as surplus, B) authorize Motor Pool to offer the all-terrain vehicle for sale utilizing the Public Surplus auction site, and C) authorize Motor Pool to utilize an auctioneer for the removal and sale of the all-terrain vehicle if it remains unsold following the Public Surplus process.

SUMMARY DISCUSSION:

The OVMAP uses all-terrain vehicles to access, monitor, and treat mosquito breeding sources. OVMAP policy is to cyclically replace older all-terrain vehicles to ensure fleet reliability and minimize maintenance costs. This all-terrain vehicle is 13 years old. Although operative, it has some transmission problems and is no longer reliable for our field staff.

ALTERNATIVES:

The Board could choose to use the sealed bid process to sell this all-terrain vehicle. This alternative is not recommended because it is very time-consuming and does not maximize cost recovery.


OTHER AGENCY INVOLVEMENT:

Motor Pool

FINANCING:

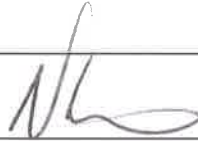
The proceeds received as a result of the auction sale of the all-terrain vehicle will be received as revenue in OVMAP budget unit 154101, object code 4911 (Sales of Fixed Assets). This revenue was outlined in the requested OVMAP Fiscal Year 2018-2019 budget previously approved by the Board.

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/17/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9-24-18

(The Original plus 14 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

- Consent Departmental Correspondence Action
 Public Hearing Schedule time for Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: ~~NOV~~ - 9 2018

SUBJECT: Approve the contract for Tree Trimming Services on Birchim Lane from Old Sherwin Grade Road to North Round Valley Road.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and M Allen Construction & Tree Service of Bishop, CA for Tree Trimming Services to remove hazardous and dead limbs from trees within the County Right of Way with a not-to-exceed amount of \$75,000.00;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On July 31, 2018, the Public Works Department advertised a Request for Proposals (RFP) for Tree Trimming Services. One proposal was received on August 13, 2018; the proposal meets the project bid proposal requirements.

The Inyo County Public Works Department would like to enter into a Project Specific Contract (PSC) with M Allen Construction & Tree Service to carry out Tree Trimming Services to remove hazardous and dead limbs from trees within the County Right of Way.

The not-to-exceed amount of \$75,000.00 (seventy five thousand dollars and zero cents) is M Allen Construction & Tree Service's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Contractor to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with M Allen Construction & Tree Service; this is not recommended as this would not allow for the removal of hazardous and dead limbs from Birchim Road which is currently the only paved ingress and egress into the community until North Round Valley Bridge becomes usable.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded
County counsel to review and approve contract documents.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. Project costs will be incurred in fiscal year 18/19.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

[Handwritten signature]

Approved: yes

Date 9/25/18

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Handwritten signature]

Approved: yes

Date 9/20/2018

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[Handwritten signature]

Approved: yes

Date 9/27/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten signature]

Date: 9/27/18

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND M Allen Construction & Tree Service
FOR THE PROVISION OF Tree Trimming on Birchim Lane **SERVICES**

TERM:

FROM: 10/02/2018 **TO:** 05/31/2019

SCOPE OF WORK:

1. Tree trimming to remove all broken, dead and hazardous limbs on Birchim Lane from Old Sherwin Grade Road to North Round Valley Road. As per Proposal, dated 08/10/2018, work includes 121 trees.
2. As per Proposal, dated 08/10/2018, and clarifications dated 09/10/2018 Contractor to provide crew and 55' boom lift truck with such additional trucks, trailers, chippers, backhoe, forklift and incidental equipment as may be required to complete the work in an orderly, timely and efficient manner.
3. Contractor to provide trained flaggers and sufficient ground personnel to facilitate haul off and removal while at the same time maintaining traffic control (CA MUTCD, 2014). There is no provision for closing the road. Traffic shall be maintained as normally as possible. In no case shall vehicles or pedestrians be delayed more than 15 minutes.
4. Contractor to provide haul off and disposal.
5. Contractor to provide all required licenses, insurance and pay prevailing wage.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND M Allen Construction & Tree Service

FOR THE PROVISION OF Tree Trimming on Birchim Lane **SERVICES**

TERM:

FROM: 10/02/2018 **TO:** 05/31/2019

SCHEDULE OF FEES:

Tree Trimming
-5 Person Crew at \$200/hour for 375 hours

Bid Quantity - Lump Sum - \$75,000.00

Contractor can bill 10% Mobilization within 14 days of start date.
Progress Payments billed as percentage of 375 hour completion.
Contractor to bill at a minimum on a monthly basis, however contractor can submit invoices bi-weekly.

AGREEMENT BETWEEN COUNTY OF INYO

AND M Allen Construction & Tree Service
FOR THE PROVISION OF Tree Trimming on Birchim Lane **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Tree Trimming services of M Allen Construction & Tree Service of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Katie Paterson, whose title is: Engineering Assistant. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 10/02/2018 to 05/31/2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed -----Seventy Five Thousand ----- Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County.

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Public Works</u>	Department
<u>168 N. Edwards, P.O Drawer Q</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>M Allen Construction & Tree Service</u>	Name
<u>2304 Juniper St.</u>	Street
<u>Bishop, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO

AND M Allen Construction & Tree Service

FOR THE PROVISION OF Tree Trimming on Birchim Lane SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Handwritten Signature]

APPROVED AS TO ACCOUNTING FORM:

[Handwritten Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Handwritten Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Handwritten Signature]
County Risk Manager

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND M Allen Construction & Tree Service
FOR THE PROVISION OF Tree Trimming on Birchim Lane **SERVICES**

TERM:

FROM: 10/02/2018 **TO:** 05/31/2019

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT 2

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M Allen *Construction & Tree Service*

Ca. Contractors Lic # 990725 & 418629

2304 Juniper St.

Bishop, CA. 93514

760 872-3317 cell 760 937-4334 or 760 937-8887

MichAlln@aol.com

September 20, 2018

Inyo County Public Works
P.O. Drawer Q
Independence, CA. 93526

To whom it may concern,

M. Allen's Construction and Tree Service has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this agreement.

Sincerely;

Michael Allen and Michele Allen



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

14

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **October 9, 2018**

SUBJECT: Idemia Identity & Security as Sole Source Provider and authorization of a purchase order.

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A) Approve the annual maintenance agreement with Idemia Identity & Security for maintenance services for the two LiveScan fingerprint machines located at the Jail Facility and the one machine at the Bishop Police Department; and
- B) Authorize payment to Idemia Identity & Security for the annual maintenance agreement for the Livescan Fingerprint machines at the Jail Facility and the Bishop PD, in the amount of \$16,000, contingent upon the adoption of the FY 2018-2019 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In August of 2017, the Board previously named Idemia Identity & Security as a Sole Source Provider for the Livescan machines (see the attached order from the Board). They are the only service provider for the maintenance of the existing equipment or systems.

The RAN budget exists in order to purchase, lease, operate and provide maintenance of automated fingerprint equipment and digital image photographic equipment used for the identification of individuals and for the reimbursement of local agencies within the county which have previously purchased, leased, operated or maintained automated fingerprint equipment and digital image photographic equipment. The expenditures for the RAN budget are approved yearly, for the next fiscal year, by the RAN/DNA Board comprised of Sheriff Lutze, DA Tom Hardy, Probation Chief Thompson and Bishop Police Chief Stec.

Idemia Identity & Security (formally MorphoTrust USA Inc.) installed the Idemia Identity & Security Fingerprint machines at the Jail Facility in December 2015 and October 2011. The Bishop PD machine was installed in March 2017. The software used in these fingerprint machines was developed by MorphoTrust and Idemia Identity & Security is the sole provider of maintenance for these fingerprint machines. MorphoTrust USA Inc. is a CMAS vendor (CMAS IT-70 #3-11-70-10908)

ALTERNATIVES:

The Board could choose to send this out to bid; however since the software used in these fingerprint machines was developed by Idemia Identity & Security, this option would not be practical.

OTHER AGENCY INVOLVEMENT:

Bishop Police Department
Auditor's office

FINANCING:

These funds are available in the FY 18/19 RAN budget 056610, Object Code 5171. The Automated Fingerprint Trust (502705) will reimburse the RAN budget for these expenses.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9/19/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9/21/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9/24/18

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of August 2017 an order was duly made and entered as follows:

**SHERIFF –
MORPHOTRUST
SOLE-SOURCE**

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) declare MorphoTrust USA, Inc. of Billerica, Massachusetts a sole-source provider of maintenance services for Livescan Fingerprint machines located at the Independence jail facility and Bishop Police Department; and B) authorize payment to MorphoTrust USA, Inc. for the annual maintenance agreement for the Livescan Fingerprint machines at the Independence jail facility and Bishop Police Department, in the amount of \$16,000, contingent upon the Board's adoption of the Fiscal Year 2017-2018 budget. Motion carried unanimously, 3-0, with Chairperson Tillemans and Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 8th
Day of August, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

A handwritten signature in blue ink, appearing to read "Kevin D. Carunchio".

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: August 15, 2017



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA

Invoice

Phone (800) 932-0890
 FAX (952) 932-7181

INVOICE # : 115253
INVOICE DATE: 08/31/2018
DUE DATE: 09/30/2018
CONTRACT ID: 0000015803
PRICE LIST: MORPHOTRUST USA
PURCHASE ORDER: LAURI HARNER

BILL TO: INYO COUNTY SHERIFFS DEPARTMENT
 PO BOX S

SHIP INYO COUNTY SHERIFFS DEPARTMENT
 550 S CLAY ST

COVERAGE
START DATE: 09/01/2018
END DATE: 08/31/2019

INDEPENDENCE, CA 93526
 United States

INDEPENDENCE, CA 93526
 United States

Customer number: BD-1264

COVERAGE TYPE	DESCRIPTION	PRICE
5500-TPE-ED-M95	ANNUAL 9X5 MAINTENANCE	\$2,170.00
	From Sep 1 2018 to Aug 31 2019	
HWOX-DIGCAP-M95	ANNUAL 9/5 MAINTENANCE	\$391.00
	From Sep 1 2018 to Aug 31 2019	
TP-NOREMOTE	TP-NOREMOTE ACCESS TO CUSTOMER	\$1,095.00
	From Sep 1 2018 to Aug 31 2019	

PLEASE REMIT TO::
 Idemia Identity & Security USA LLC
 14438 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693

IDEMIA Identity & Security USA LLC
FED ID # 04-3320515
SUBTOTAL: \$3,656.00
TAX: \$0.00
TOTAL: \$3,656.00

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Idemia's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and

within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time

the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5

Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form,

or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total

of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION,

REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: BOARD OF SUPERVISORS
By: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Letter requesting restoration of Alabama Hills designation title in proposed legislation

DEPARTMENTAL RECOMMENDATION:

Request Board approve a letter in response to Congressional mark-ups to the proposed Alabama Hills National Scenic Area legislation, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

In 2017, Senator Dianne Feinstein and Congressman Paul Cook both introduced pieces of legislation that would establish a long sought-after National Scenic Area designation for the Alabama Hills – S. 32: the California Desert Protection and Recreation Act of 2017 and H.R. 857: the California Off-Road Recreation and Conservation Act.

Both bills were the latest effort by the legislators to secure a National Scenic Area designation for the Alabama Hills as part of larger public lands legislation. Passage of the legislation, and a resulting National Scenic Area designation, would represent the culmination of 10 years of hard work by the grassroots Alabama Hills Stewardship Group to gather input from dozens of stakeholder and user groups as they developed a widely supported land designation proposal that would offer environmental protections for the Hills while also preserving current and historic uses.

The Senate Energy and Natural Resources Committee held a mark-up hearing on both S. 32 and H.R. 857 and during its October 2 business meeting, changed the title of the proposed designation from Alabama Hills National Scenic Area to Alabama Hills Scenic Area, omitting the word "National." The change is problematic for several reasons, chief among them the fact that a National Scenic Area designation – which is almost universally supported by Alabama Hills stakeholders and user groups – is critical to the mission of proper stewardship and preservation of the Alabama Hills, with less restrictive regulations on recreation and other public land uses.

Our Board of Supervisors has supported both S. 32 and H.R. 857, as well as previous incarnations of legislation that would establish a National Scenic Area, and has openly advocated for such a designation based on the input and widespread support of our constituents. A letter to the Senate Energy and Natural Resources Committee expressing our disappointment with the change in the proposed title for the Alabama Hills, as well as a request to have the title restored, seems reasonable and appropriate.

Attached is a proposed, draft response letter, along with a letter the Alabama Hills Stewardship Group intends to send and the group's designation title "Business Case."

ALTERNATIVES: Our Board could decide to not send the letter.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 10/2/18



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



October 9, 2018

The Honorable Lisa Murkowski,
Chairperson
Senate Energy and Natural Resources Committee
709 Hart Senate Office Building
Washington, D.C. 20510

DRAFT

The Honorable Maria Cantwell,
Ranking Member
Senate Energy and Natural Resources Committee
709 Hart Senate Office Building
Washington, D.C. 20510

SUBJECT: S. 32 / H.R. 857: Passage Through ENR Committee Mark-Up Hearing

Dear Senators Murkowski and Cantwell,

The Inyo County Board of Supervisors would like to express its appreciation to the Senate Energy and Natural Resources Committee for the recent mark-up hearings on both Senator Dianne Feinstein's S. 32 and Congressman Paul Cook's H.R. 857 which both include a National Scenic Area Designation for the Alabama Hills.

As one of dozens of stakeholder groups who participated in more than two years of intensive public input and research into a possible public lands designation for this valuable environmental and recreational resource, our Board considers this a positive, important and long-awaited step in a high-profile process to obtain federal support for the type of stewardship necessary to preserve the Alabama Hills and its multiple uses for future generations.

The Inyo County Board of Supervisors is, as avowed supporter of the National Scenic Area designation in particular, eager to see the passage of both S. 32 and H.R. 857 as written. The designation was thoughtfully and carefully arrived at as a recommendation for our federal legislators by the Alabama Hills Stewardship Group, with the widespread and near-universal support of dozens of stakeholders and user groups. A National Scenic Area designation is believed to provide the appropriate and necessary levels of environmental protection for a world-famous landscape while still also preserving current and historic uses; anything less would put the ecological health of the Alabama

Hills in jeopardy, while a higher-level designation would be too restrictive on multiple user groups who currently enjoy the Hills.

This is why the Inyo County Board of Supervisors is disheartened and concerned to learn that at its October 2 business meeting, the Senate Energy and Natural Resources Committee changed the title of the proposed designation from Alabama Hills National Scenic Area to Alabama Hills Scenic Area, omitting the word “National.” The change is problematic for several reasons, chief among them the fact that a National Scenic Area designation – which, again, is almost universally supported by Alabama Hills stakeholders and user groups – is critical to the mission of proper stewardship and preservation of the Alabama Hills. Removal of the word “National” eliminates the legislative “teeth” necessary to implement and enforce regulations and stewardship programs.

Over a 10-year span, hundreds of individuals spent thousands of hours providing and gathering input, researching potential designations, lobbying their federal legislators, and conducting public outreach campaigns in an effort to develop one of the most widely supported public lands proposals in recent memory – one which has gained favor with seemingly disparate user groups who have come together for a common cause. Their efforts, led by the Alabama Hills Stewardship Group, deserve continued support and the Alabama Hills deserve the legitimacy and protection that a true National Scenic Area designation can provide.

The Inyo County Board of Supervisors respectfully requests the reinstatement of the designation title included in the original versions of both S. 32 and H.R. 857.

Thank you again for the advancement of both bills to through the mark-up process, and for taking our comments into consideration.

Sincerely,

Dan Totheroh,
Chairperson,
Inyo County Board of Supervisors

DRAFT

cc: Alabama Hills Stewardship Group
Senator Dianne Feinstein
Congressman Paul Cook



ALABAMA HILLS

STEWARDSHIP GROUP

October 2, 2018

The Honorable Lisa Murkowski
Chair
Senate Energy and Natural Resources Committee
709 Hart Senate Office Building
Washington, DC 20510

The Honorable Maria Cantwell
Ranking Member
Senate Energy and Natural Resources Committee
709 Hart Senate Office Building
Washington, DC 20510

Re: S. 32 / H.R. 857: Passage Through ENR Committee Mark-Up Hearing

Dear Chairwoman Murkowski and Ranking Member Cantwell,

The Alabama Hills Stewardship Group would like to thank you for recently holding a mark-up hearing on Senator Feinstein's bill, S. 32; and Congressman Paul Cook's bill, H.R. 857 both of which contain our "**Alabama Hills National Scenic Area**" designation language. This is an important step for our legislation which we've been working on (and supporting thru the federal legislative process) over the past 10 years!

This designation will guarantee both appropriate conservation measures and continued access to this incredibly scenic landscape. This designation will also help allow for better-funded maintenance and management of this area, preserving the scenic and historic value important to the future of tourism, in the Owens Valley. Finally, we support having local groups and communities passionately giving input on decisions about the stewardship of our public lands and their role in guiding this legislation.

During your October 2nd 'Committee on Energy and Natural Resources' business meeting, the title language for our designation was changed from "**Alabama Hills National Scenic Area**" to "Alabama Hills Scenic Area" omitting the word '**National**'. This change is very problematic for us and all our key stakeholder groups such as: the Inyo County Board of Supervisors, the Lone Pine Paiute Shoshone Tribe, the Friends of the Inyo and local chambers of commerce. The designation of the Alabama Hills as a "National" Scenic Area is an integral part of branding the area, as laid out in our designation title '*business case*' attached to this letter. Furthermore, this is hardly unprecedented: The Bureau of Land Management managed the "East Mojave National Scenic Area" for years, before it became part of the Mojave National Preserve in 1994.

Hundreds of our supporters have spent thousands of hours working tirelessly over the years to partner with the Bureau of Land Management and our elected officials to properly steward this incredible natural resource and to protect it for future generations with a **National Scenic Area** designation. We and our stakeholders have waited patiently for our elected officials, to enact this crucial piece of legislation on behalf of their constituents. Over the past decade, the designation title of "**Alabama Hills National Scenic Area**" has met universal support from our broad coalition of supporters, whose resolve has deepened and strengthened over time to see this designation - with its specific title - come to fruition. For these reasons, please help us keep this designation as originally intended...as a **National Scenic Area**.

Thank you for your continued work to identify and protect special public lands throughout the California Desert and the Eastern Sierra. And thank you for your continuing support for our specific legislation.

Sincerely,

Kathy Bancroft

President – Alabama Hills Stewardship Group

Cc: Senator Dianne Feinstein
Congressman Paul Cook

Business Case – National Scenic Area

The Alabama Hills Stewardship Group's 'Designation Study Sub-Committee' spent 18 months gathering input from 30 stakeholder and 40 user groups concerning the future of the Alabama Hills. After that input was received and a determination was made to pursue a designation vs **no** designation (which was one of the 7 options considered) we then spent approximately 9 months researching and debating the designation's boundary and the appropriate federal designation type to both meet our stakeholders needs and to properly define the Alabama Hills.

The designations we considered were:

- i. National Park
- ii. National Monument
- iii. National Recreation Area
- iv. National Conservation Area
- v. National Scenic Area
- vi. Outstanding Natural Area
- vii. No Designation

Stakeholder input was decisively directed toward a lower level designation to order to have a minimum of restrictions and regulations on the area and to allow all current commercial (filming, grazing, hunting/fishing) and recreational (hiking, climbing, motorized access, camping, etc.) activities to continue. We also benchmarked current designations that held these various titles to see if those areas had commonalities to the Alabama Hills.

Also of paramount consideration, was to manage the area as **semi-primitive**, with minimal infrastructure, in order to preserve the dramatic scenic nature of the land.

Therefore the focus of a specific designation, precipitated into a discussion focused on an Outstanding Natural Area vs a National Scenic Area. After further stakeholder input and committee debate we arrived at a recommendation for a **National Scenic Area** based on the following criteria:

Definition of '**National**': *Related to or belonging to a nation or country, i.e. "National Hero"; "National Landmark"*

Definition of '**Scenic**': *Constituting or affording pleasing views of natural features...Having beautiful natural scenery*

National was a key descriptor of the area because it is both a national geologic treasure and nationally prominent historically. The area has significant national history implications from:

1. The Native American (Paiute – Shoshone Indian) inhabitation of the area for thousands of years and the culturally sensitive and significant Native American sites, artifacts, and history there.
2. A chapter of the California gold rush that played out in the historic gold mines of the Alabama Hills. Miners in the 1860's sympathetic to the south named the area after the CSS Alabama, a Confederate warship.
3. The spectacular 90 million year old granitic rock outcroppings - back dropped by the Sierra Nevada mountain crest - became the birthplace of the '**American Western**' film genre, with over 400 Hollywood films made here from "*The Lone Ranger*" and "*Hopalong Cassidy*" serials to "*How the West was Won*" and more recently "*Ironman*" feature length movies.

Scenic because of:

1. The incredible jaw-dropping viewscape that is formed by the wind and water erosion of unique potato shaped boulders and hundreds of natural arches that dominate the area. Over 120,000 visitors annually are drawn to this very unique and visually stunning landscape.
2. The play of light, wind, and geology against the dramatic backdrop of the Sierra Nevada's has attracted legendary landscape photographers - like Edward Weston, Ansel Adams and David Muench - to the Alabama Hills; and led to hundreds of films, print ads and commercials, that capture this magical landscape for the viewer.
3. Spectacular spring wildflower blooms, which serve as a colorful contrast to the stark background of the desert and rocks.

Armed with these facts and rational, the Alabama Hills Stewardship Group's recommendation to pursue a National Scenic Area designation for the Alabama Hills has met with universal support from our broad coalition of stakeholders, who's resolve has deepened and strengthened over time, to see this designation come to fruition.

Stakeholders/Key Influencers:

BLM, Inyo County Board of Supervisors; Paiute/Shoshone Nation/Lone Pine Paiute-Shoshone Reservation & Tribal Council; Bishop City Council; Los Angeles Department of Water and Power; Southern California Edison; Lone Pine Chamber of Commerce; Bishop Chamber of Commerce; other county chambers, Coalition of Chambers; Inyo Associates; Advocates for Access to Public Lands (AAPL); Friends of the Inyo; The Wilderness Society, Conservation Lands Foundation, Sierra Club/Toiyabe Chapter; "Range of Light" Group; Eastern Sierra Audubon Society; ALOMR; Eastern Sierra Native Plant Society/Bristlecone Chapter; Eastern Sierra Interpretive Association; Central California Resource Advisory Committee; Sierra Business Council, federal legislators (Feinstein, Cook); media (local and national); Inyo County Sheriff's Department; scouting organizations; Inyo/Mono Cattleman's Association; mining claim owner/operators; citizen organizations; Owens Valley school system; Southern Inyo Heritage Trail and Park System; Lone Pine Economic Development Corporation (LPEDC); film industry/Inyo County Film Commissioner;; International Mountain Bike Association (IMBA); rock climbing organizations/guides (i.e. Southern California Mountaineers, Southern Sierra Climbers); Owens Valley School System; Inyo County Superintendent of Schools; horse packing industry; Lone Pine area business owners; Owens Valley business owners; private land owners; citizens of Inyo County ...

Uses/User Groups:

Hikers; rock climbers; horseback riders; photographers; hunters; fishermen; OHV four-wheel drive motorists; recreational vehicle owners; motorcycles; quad/ATV riders; mountain bikers; bird watchers/ornithologists; cattle grazing; sheep grazing; tent campers; RV campers; trail runners; artists/painters; native plant society; Native American subsistence/hunting/ceremonial rights; archeologists; geologists; rock hounds; recreational prospectors; ADA needs users; disabled sports; international tourists, general public (local and from outside area); filming industry; commercial enterprises: filming, grazing; hunting/fishing; special events: weddings; "Alabama Hills Day"; fundraisers such as "Concert in the Rocks"; volunteer organizations (trail repair, trash pickup); adjoining and imbedded land owners (private citizens/town of Lone Pine/mining claims/LADWP water monitoring stations/SC Edison power transmission lines; Inyo County roads, BLM personnel); bus tours; interpretive tours; bike tours; rock climbing classes; military use; aviation use (fixed wing planes, ultra-lights, paragliders, hot air balloons); firefighters/fire prevention measures; search and rescue training.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING: October 9, 2018

SUBJECT: Sale of tax-defaulted property at public auction.

DEPARTMENTAL RECOMMENDATION:

Request Board:

1. Authorize the Treasurer-Tax Collector to conduct a public auction, via the internet, offering for sale to the highest bidder the tax-defaulted parcels of land identified in the attachment that are subject to the Tax Collector's Power to Sell; and
2. In the event a parcel does not sell, authorize the Treasurer-Tax Collector to re-offer those parcels for sale within 90 days at a reduced minimum price deemed appropriate by the Treasurer-Tax Collector.

SUMMARY DISCUSSION:

Pursuant to Section 3691 *et seq* of the California Revenue & Taxation Code the Tax Collector must, with the prior approval of the Board of Supervisors, periodically attempt to sell those parcels of land on which the property taxes have been delinquent for over five years, three years if commercial. The primary purpose of the sale is to place the properties into the hands of assessee who are ready, willing and able to pay the future taxes on the parcels in a timely manner. A secondary purpose is to recover the amount of delinquent taxes due on the parcels. As a Teeter County, we have already distributed the tax revenues due to the recipients.

After your Board has given its approval, it may not delete, withdraw, nor withhold properties from the auction or rescind its approval. This approval will allow the Tax Collector to hold a public auction sale on January 26-28, 2019, during which the parcels listed on the attachment will be offered for sale to the highest bidder.

In the event a parcels does not sell, and in accordance with R&T Code §3698.5(c), I respectfully request your approval to re-offer that parcel for sale, within ninety (90) days, at a reduced minimum price that the Tax Collector deems appropriate. The re-offer sale would take place on March 23-25, 2019.

ALTERNATIVES:

The Board may approve or reject the proposed sale. The Board may delete one or more of the parcels that would be otherwise offered for sale prior to your approval. The removal of any parcel from the auction list by your Board would be counterproductive to the purposes of the auction.


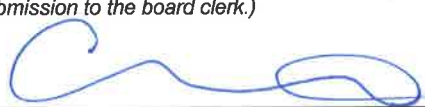
OTHER AGENCY INVOLVEMENT:

In the event a parcel to be offered for sale is located within the geographical boundaries of a local taxing agency (city or district), that agency will be given the opportunity to object to the sale of that parcel. Any such objection must be based on that agency's determination that it requires that parcel for a public purpose, and must be accompanied by that agency's offer to purchase the parcel at a price equal to an amount not less than the minimum bid.

FINANCING:

The Tax Collector's 2018-2019 departmental budget request includes the anticipated costs associated with conducting this auction. Those same costs are spread equally to the parcels and included in the minimum bid. Therefore, when a parcel sells for the minimum bid, or higher, a portion of the County's expenditures for the auction are recovered.

Since the County has adopted the Teeter Plan of Property Tax Apportionment, it has assumed the risk that a property will not sell for an amount that is sufficient to recover the delinquent property taxes and costs that have previously been absorbed by the County General Fund. Any such shortages may be recovered from the Tax Loss Reserve Fund. That Fund derives its revenues from collected delinquent property tax penalties.

<u>APPROVALS</u>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/10/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/11/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 9/11/18
(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)

INYO COUNTY TAX COLLECTOR
 TAX-DEFAULTED LAND AUCTION
 JANUARY 26-28, 2019

Item No.	Default Number	Default Date	Assessor's Parcel No.	Property Description	Assessee of Record	Address	City, State, Zip	Minimum Bid
1	10012	6/30/2010	001-194-28	474 CLARKE ST	ROWLEY, RENEE L	474 CLARKE ST	BISHOP, CA 93514	12,800.00
2	14055	6/30/2015	005-067-06	226 N MAIN ST	RAMLOSE, J KENT	PO BOX 736	LONE PINE, CA 93545	27,100.00
3	11058	6/30/2011	016-040-07	N OF WYMAN CYN RD 1/2	HALEY, DONALD	PO BOX 12638	RENO, NV 89510	4,200.00
4	11059	6/30/2011	016-040-10	N OF WYMAN CYN RD 1/2	HALEY, DONALD	PO BOX 12638	RENO, NV 89510	4,200.00
5	11060	6/30/2011	016-040-11	N OF WYMAN CYN RD 1/2	HALEY, DONALD	PO BOX 12638	RENO, NV 89510	4,200.00
6	12051	6/30/2012	016-040-15	WYMAN CREEK	MARTINEZ, ROSINA	221 EL ORIENTE	SAN CLEMENTE, CA 92672	4,100.00
7	11061	6/30/2011	016-040-16	N OF WYMAN CYN RD 1/2	HALEY, DONALD	PO BOX 12638	RENO, NV 89510	4,300.00
8	11062	6/30/2011	016-040-19	WYMAN CREEK	HALEY, DONALD	PO BOX 12638	RENO, NV 89510	4,300.00
9	14103	6/30/2015	021-110-04	NSF	EUREKA CLAIM TRUST	118 S BEVERLY DR #217	BEVERLY HILLS, CA 90212	20,400.00
10	12072	6/30/2012	029-232-15	252 N SIERRA ST	DACK, MERRY L	10 THUNDER RUN #33G	IRVINE, CA 92614	6,400.00
11	12078	6/30/2012	031-081-17	120 YERINGTON AVE	MARMOLEJO, MARIA L	PO BOX 3821	VISALIA, CA 93278	6,600.00
12	12079	6/30/2012	031-081-18	110 YERINGTON AVE	MARMOLEJO, MARIA L	PO BOX 3821	VISALIA, CA 93278	6,600.00
13	12077	6/30/2013	031-086-02	227 OLD STATE HWY	LOST DUTCHMAN MNG & CATTLE	PO BOX 546	LONE PINE, CA 93545	4,300.00
14	12078	6/30/2013	032-520-01	WILDROSE	BOECKERMAN, RUTH EST 3/4	1116 LINDENWOOD DR	FORT COLLINS, CO 80524	4,500.00
15	11113	6/30/2011	033-460-03	550 S HWY 395	BOHL, JEFFREY P	PO BOX 69	OLANCHA, CA 93549	4,600.00
19	11117	6/30/2011	033-460-11	620 S HWY 395	BOHL, JEFFREY P	PO BOX 69	OLANCHA, CA 93549	19,400.00
20	11118	6/30/2011	033-460-14	605 S HWY 395	BOHL, JEFFREY P	PO BOX 69	OLANCHA, CA 93549	4,800.00
21	12089	6/30/2013	035-118-02	FOURTH AVE NW	ELDRED, K A ETAL	1900 MCCARTHY BLVD #309	MILPITAS, CA 95035	4,100.00
22	12090	6/30/2013	035-118-03	DEFIANCE AT FIFTH AVE	ELDRED, K A ETAL	1900 MCCARTHY BLVD #309	MILPITAS, CA 95035	4,000.00
23	12095	6/30/2013	035-163-04	FIRST AVE SW	ELDRED, K A ETAL	1900 MCCARTHY BLVD #309	MILPITAS, CA 95035	3,900.00
24	12099	6/30/2013	035-230-24	DARWIN RD	HELIN, MAXINE A ETAL	1800 N HEREFORD DR	FLAGSTAFF, AZ 86001	4,200.00
25	12100	6/30/2013	035-230-26	DARWIN AREA	HELIN, MAXINE A	1800 N HEREFORD DR	FLAGSTAFF, AZ 86001	4,000.00
26	12107	6/30/2012	038-330-12	BLM TRACT TRONA	DELLER, JEREMY C	FLAT 1 101 HOLLOWAY RD	LONDON ENGLAND N7 8LT	3,500.00
27	09169	6/30/2009	038-330-13	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
28	09174	6/30/2009	038-330-37	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
29	09175	6/30/2009	038-330-44	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
30	09177	6/30/2009	038-330-51	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
31	09179	6/30/2009	038-330-53	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
32	09183	6/30/2009	038-330-62	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
33	09184	6/30/2009	038-330-71	BLM TRACT TRONA	MAYS, JOHN	5335 S VALENTIA WAY APT 365	GREENWOOD VILLAGE, CO 80111	3,700.00
34	12112	6/30/2013	038-340-07	BLM TRACT TRONA	JAMES, MARK O & MICHELE C	900 DABBS HOUSE RD	RICHMOND, VA 23223	3,500.00
35	09186	6/30/2009	038-340-09	BLM TRACT TRONA	MASON, WILLIAM H	705 S SERRANO AVE	LOS ANGELES, CA 90005	3,800.00
36	12117	6/30/2012	046-401-05	1930 OLD SPANISH TRAIL HWY	YUCKERT, EMIL & JUNE	10443 W PRAIRIE HILLS CIR	SUN CITY, AZ 85351	4,600.00
37	12118	6/30/2012	048-350-23	36 LONG RD	TRAN TRUST, ANTHONY	2609 E SANTA FE AVE	FULLERTON, CA 92831	10,600.00
38	12123	6/30/2012	048-364-10	SPRING VALLEY RANCHOS	MANCINETTI, MATTHEW J	130 E MONTECITO AVE #244	SIERRA MADRE, CA 91024	5,200.00
39	12132	6/30/2012	048-392-09	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
40	12168	6/30/2013	048-392-10	SPRING VALLEY RANCHOS	CLARK, WALTER	4673 SKYBOLT ST	LAS VEGAS, NV 89148	3,900.00

INYO COUNTY TAX COLLECTOR
TAX-DEFAULTED LAND AUCTION
JANUARY 26-28, 2019

Item No.	Default Number	Default Date	Assessor's Parcel No.	Property Description	Assessee of Record	Address	City, State, Zip	Minimum Bid
41	12133	6/30/2012	048-392-13	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
42	12134	6/30/2012	048-392-31	SPRING VALLEY RANCHOS	SINGLETARY TRUST, WAKAYO T	92-1159 MAKAMAI LOOP	KAPOLEI, HI 96707	3,900.00
43	12135	6/30/2012	048-394-03	SPRING VALLEY RANCHOS	CHANDLER TRUST, LURENE H	3927 CELESTE DR	OCEANSIDE, CA 92056	5,000.00
44	10217	6/30/2010	048-394-10	SPRING VALLEY RANCHOS	KNOEFER, TRACY L	3923 W HWY 54	HOGANVILLE, GA 30230	3,800.00
45	12178	6/30/2013	048-401-25	676 ROSE WAY	DESERT BLOOM ECO FARMS LLC	7250 S DURMAGO DR #130-260	LAS VEGAS, NV 89113	5,600.00
46	12140	6/30/2012	048-403-24	SPRING VALLEY RANCHOS	JONES, JEAN A EST OF 1/2 INT	43179 JAMARA CT	TEMECULA, CA 92592	4,900.00
47	12141	6/30/2012	048-403-32	SPRING VALLEY RANCHOS	BREAKFIELD, DONALD	63277 EVEREST RD	COOS BAY, OR 97420	5,300.00
48	12143	6/30/2012	048-404-16	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
49	12144	6/30/2012	048-404-17	SPRING VALLEY RANCHOS	MORALES, EREN M EST OF	98-042 LOKOWAI ST	AIEA, HI 96701	3,800.00
50	12151	6/30/2012	048-414-33	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	11,700.00
51	12152	6/30/2012	048-414-34	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	11,700.00
52	12203	6/30/2013	048-423-11	SPRING VALLEY RANCHOS	FERNANDEZ, OSCAR & AIDA C.P.	491 DRIFT STONE AVE	LAS VEGAS, NV 89123	4,900.00
53	12158	6/30/2012	048-443-22	SPRING VALLEY RANCHOS	PUNSALAN, ARNOLD R 1/2 INT	205 S KINGSLEY ST	ANAHEIM, CA 92805	4,900.00
54	12223	6/30/2013	048-453-16	SPRING VALLEY RANCHOS	KASMIRE, PATRICIA C	3225 FREEPORT BLVD #504	SACRAMENTO, CA 95818	3,700.00
55	12168	6/30/2012	048-454-07	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
56	12169	6/30/2012	048-454-08	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
57	12170	6/30/2012	048-460-12	ROSE WAY	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	7,900.00
58	12229	6/30/2013	048-483-03	SPRING VALLEY RANCHOS	GURNEY, NOEL F	4625 BOULDER HWY # 372	LAS VEGAS, NV 89121	3,500.00
59	12177	6/30/2012	048-511-14	SPRING VALLEY RANCHOS	CENTURY LAND LLC	PO BOX 4276	ORANGE, CA 92863	3,900.00
60	12178	6/30/2012	048-511-15	SPRING VALLEY RANCHOS	CENTURY LAND LLC	PO BOX 4276	ORANGE, CA 92863	3,900.00
61	12179	6/30/2012	048-511-19	SPRING VALLEY RANCHOS	POWERS, BERTIS G ETAL	5978 SAINT MORITZ DR	TEMPLE HILLS, MD 20748	3,800.00
62	12183	6/30/2012	048-513-23	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
63	12184	6/30/2012	048-514-11	SPRING VALLEY RANCHOS	CARLTON, GEORGE B ESTATE OF	PO BOX 1262	KEALAKEKUA, HI 96750	3,800.00
64	12192	6/30/2012	048-532-07	SPRING VALLEY RANCHOS	UBONGEN, D & CHRISTINE J	PO BOX 595	ORTING, WA 98360	4,700.00
65	12195	6/30/2012	048-534-30	SPRING VALLEY RANCHOS	LONDON LAND HOLDINGS LLC	8912 SPANISH RIDGE AVE #200	LAS VEGAS, NV 89148	5,300.00
66	12196	6/30/2012	048-540-03	143 AGATE ST	PECK TRUST, DALE A	26 ENTRADA EAST	IRVINE, CA 92620	9,300.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

17

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 10, 2018

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

DEPARTMENTAL RECOMMENDATION:

- A. Declare Sun Ridge Systems Inc. as sole source, and
- B. Ratify the purchase order and payment to Sun Ridge Systems, Inc. for RIMS annual support services in the amount of \$23,143.00 for the period of July 1, 2018 - June 30, 2019.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Annually we pay a fee for support services and warranty maintenance.

ALTERNATIVES:

Deny this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended; Sun Ridge is an exclusive maintenance and warranty provider for our existing RMS/CAD/911 system.


OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funding is included in the requested FY 2018-2019 CAD RIMS budget 022950, Object Code 5265 Professional Services.

APPROVALS

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u></u> Date <u>9/13/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 9/13/18



Sun Ridge Systems, Inc.
www.SunRidgeSystems.com

PO Box 5071
El Dorado Hills, CA 95762
530-676-7128

Invoice

Date	Invoice #
8/24/2018	5281

Bill To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526

Ship To

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
	Warranty and Sup...	RIMS Annual Support Services - CAD	4,782.00	4,782.00
	Warranty and Sup...	RIMS Annual Support Services - RMS	4,782.00	4,782.00
	Warranty and Sup...	RIMS Annual Support Services - E911	957.00	957.00
	Warranty and Sup...	RIMS Annual Support Services - Mugshot and Digital Imaging	957.00	957.00
	Warranty and Sup...	RIMS Annual Support Services - InCustody	4,782.00	4,782.00
	Warranty and Sup...	RIMS Annual Support Services - Mapping	2,087.00	2,087.00
	Warranty and Sup...	RIMS Annual Support Services - Prop Room	609.00	609.00
	Warranty and Sup...	RIMS Annual Support Services - Identix	522.00	522.00
	Warranty and Sup...	RIMS Annual Support Services - Collaborate	869.00	869.00
	Warranty and Sup...	RIMS Annual Support Services - CLETS	1,391.00	1,391.00
	Warranty and Sup...	RIMS Annual Support Services - TIMS	487.00	487.00
	Warranty and Sup...	RIMS Annual Support Services - Citizen RIMS	765.00	765.00
	Warranty and Sup...	RIMS Annual Support Services - KARPAL Interface	153.00	153.00
		Support Dates: July 1, 2018 - June 30, 2019		
		Sales Tax	7.75%	0.00

Please remit to the above address
For Questions please e-mail cubs@sunridgesystems.com

Total \$23,143.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

For Clerk's Use Only: AGENDA NUMBER <div style="font-size: 24pt; text-align: center;">18</div>
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FROM: Public Works Department

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Proposed resolution authorizing emergency repairs and replacements of certain fire suppression sprinklers in the County Jail in order to permit the continued conduct of County operations and services at that facility.

DEPARTMENTAL RECOMMENDATIONS:

Approve Resolution Titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Emergency Repairs and Replacements of Certain Fire Suppression Sprinklers at the County Jail in Order to Permit the Continued Conduct of County Operations and Services at that Facility". (4/5's vote required)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 27th, 2018, Dyne Fire Protection Labs tested the operating compliance of the fire suppression heads at the Inyo County Jail Facility. Fire suppression heads located in the Jail were tested and failed to meet compliance. With the fire suppression heads currently out of code, Public Works obtained pricing from Fire Systems Solutions to replace all suppression heads in order to meet fire code regulations. This situation poses an immediate threat to safety in the Jail, which constitutes an emergency under the Public Contract Code that the County can respond to without competitive bidding and the other requirements typically applicable to a public work contract. The proposed resolution would authorize emergency repairs and replacements of the affected fire suppression sprinklers and would delegate authority to the Acting County Administrator to contract for the repairs and replacements, subject to requirements of the Public Contract Code applicable to emergency work. In all, the County will be replacing approximately one hundred seventy five (175) suppression heads in the Jail.

Fire System Solutions has submitted an estimate to replace the affected fire suppression heads at a cost not to exceed \$26,000.00, and have indicated the capability of starting the work in two (2) weeks. To allow some cushion for contingencies, the proposed resolution authorizes the County Administrator to expend an amount not to exceed \$35,000 in responding to this emergency.

Public Works would like to relay the importance of replacing the fire suppression heads and recommends your Board approve the proposed resolution. Operating the Jail with underperforming fire suppression heads is a liability and safety issue.



ALTERNATIVES:

The Board could choose to not approve this request, however, this is not recommended because the Inyo County Jail is currently out of Code.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Administrator
County Counsel
Risk Management

FINANCING: Funding is included in the Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance of Structures.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/3/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk)  Approved: <u>yes</u> Date <u>10/3/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 10/3/2018
(Not to be signed until all approvals are received)

RESOLUTION NO. 2018-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING
EMERGENCY REPAIRS AND REPLACEMENTS OF CERTAIN
FIRE SUPPRESSION SPRINKLERS AT THE COUNTY JAIL
IN ORDER TO PERMIT THE CONTINUED CONDUCT OF COUNTY
OPERATIONS AND SERVICES AT THAT FACILITY**

WHEREAS, recent tests of fire suppression sprinklers in the detention portion of the County Jail have revealed that those sprinklers might not activate properly in the event of a fire, posing a clear and imminent danger and requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, repairs or replacements of such fire suppression sprinklers are necessary to permit the continued conduct of county operations or services and it is necessary to commence such repairs and replacements immediately; and

WHEREAS, under such circumstances, Section 20134(a) of the California Public Contract Code provides that the board of supervisors, by four-fifths vote, may proceed at once to repair or replace any and all structures without adopting the plans, specifications, strain sheets or working details or, subject to Public Contract Code section 22050, giving notice for bids to let contracts.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors as follows:

SECTION ONE: The Board finds that an emergency exists with respect to the fire suppression sprinklers in the detention portion of the County Jail and that repairs or replacements of such structures are necessary immediately to prevent or mitigate the loss or impairment of life and to permit the continued conduct of county operations or services at that location.

SECTION TWO: The Inyo County Board of Supervisors finds based on the foregoing and other evidence presented to it, which shall be set forth in the minutes of the meeting at which this Resolution is adopted, that the emergency need for repairs and replacements described above

will not permit a delay resulting from a competitive solicitation for bids, and that the repairs and replacements are necessary to respond to the emergency.

SECTION THREE: Pursuant to Public Contract Code sections 20134(a) and 22050, the Board of Supervisors hereby delegates to the Acting County Administrator or his designee the authority to order and contract for the emergency repairs or replacements discussed above and to take any directly related and immediate action required by that emergency, in an amount not to exceed \$35,000, without the Board adopting the plans, specifications, strain sheets, or working details and without giving notice for bids to let contracts, to the fullest extent permitted by those code sections and other applicable law.

SECTION FOUR: In accordance with Public Contract Code Section 22050, the Board shall review and determine whether is a need to continue the emergency action at its next regular meeting and each regular meeting thereafter until the action is terminated.

PASSED AND ADOPTED this day of , 2018 by the following vote:

AYES :
NOES :
ABSTAIN:
ABSENT:

Chair, Board of Supervisors

ATTEST: Clint G. Quilter
 Acting Clerk of the Board

By: _____
 Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

- Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF ~~OCT~~ - 9 2018

SUBJECT: Amendment No. 17 to the Contract with Wadell Engineering Corporation for On-Call Airport Engineering and Planning Services for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Design.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

1. Approve Amendment No. 17 to County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (WEC) to:
 - a. Increase the amount of the contract \$192,785.00 for a total not to exceed amount of \$2,458,693.00;
 - b. Extend the contract to June 30, 2019;
 - c. Authorize the chairperson to sign, contingent upon obtaining all appropriate signatures;
2. Amend the Fiscal Year 2018/2019 Lone Pine Airport Operating Transfer Out (Object Code 5801) by \$11,412;
3. Amend the Fiscal Year 2018/2019 Lone Pine/Death Valley Airport Pavement Rehabilitation Budget (Budget _____ as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$186,750;
 - b. Increase estimated revenue in State Grants (Revenue Code 4498) by \$9338;
 - c. Increase estimated revenue in Lone Pine Airport Operating Transfer In (Revenue Code 4998) by \$11,412, which will come from the Lone Pine Airport Operating Budget (150500);
 - d. Increase appropriations in Professional Services (Object Code 5265) by \$192,785;
 - e. Increase appropriations in External Charges (Object Code 5124) by \$14,715;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following sixteen (16) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase 1.
8. Lone Pine Airport – Airfield Lighting Project.
9. Bishop Airport – Passenger Traffic Study, Phase II.
10. Independence Airport – Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.
11. Bishop Airport—Construction Support Services Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing Project.
12. Construction Support Services for the Lone Pine/Death Valley Airport—Airfield Lighting and Visual Aids Improvements

- 13. Bishop Airport - PMMP study will include non-destructive pavement testing to determine the Pavement Condition Index (PCI).
- 14. Bishop Airport – Design for apron rehabilitation
- 15. Bishop Airport – Apron Construction Contract Support Services
- 16. Bishop Airport Certification – Phase I Services

On 8/28/2018, your Board accepted a grant from the Federal Aviation Administration (FAA) for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Project in the amount of \$186,750; and subsequently accepted a matching grant from the California Division of Aeronautics (CDA) for \$9338. Amendment 17 will add preparation of the Plans, Specifications and Estimate for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Project to the scope of work for the on call contract , as shown in Attachment A-17: *Scope of Work, Lone Pine/Death Valley Airport – Pavement Rehabilitation Design Only.*

Typically, under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of first project. Amendment 1 to this contract was effective November 5, 2013. The FAA Program Manager at the Los Angeles office confirmed, in the attached email, that per *Advisory Circular 150/5100-14E* Section 2.7.2:

Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action.

Therefore, this Amendment will be reimbursable by the FAA.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended if the Board wishes to make use of the FAA and CDA Grants.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

This Amendment will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Amendment, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the costs. The reimbursable costs of this Amendment will be paid through Budget Unit , Object Code 5265. The County's cost share of cost of this Project will be \$11,412, which will come from the Lone Pine Airport Operating Budget (Budget 150500).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>10/1/18</u>

AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>10/1/2018</u> Date <u>gg</u>

PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
<u>Kreacher for a Dishion</u>	Approved: <u>yes</u> Date <u>10/1/18</u>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) Date: 10/1/18

BUDGET OFFICER SIGNATURE:
 (Not to be signed until all approvals are received) Date: 10/1/18

From: Manson.Wong@faa.gov [<mailto:Manson.Wong@faa.gov>]
Sent: Wednesday, September 26, 2018 1:38 PM
To: Michael Errante
Cc: Ashley Helms
Subject: RE: Consultant contract questions

Mike,

Per our conversation, I confirm that Inyo County can proceed with the on-going contract with your current consultant for the design works on Bishop and Lone Pine Airports since the contract is initiated prior to the expiration of the 5-year service agreement. Based on AC 150/5100-14E, we have no objection over your request to allow the consultant finishing up their works as planned. Any other projects will have to be performed under a new RFQ and consultant selection process.

Let me know if you have any further questions.

Manson

*Manson W. Wong, P.E., PMP
Program Manager/Engineer*

*Federal Aviation Administration
Los Angeles Airports District Office
777 S. Aviation Boulevard, Suite #150
El Segundo, CA 90245*

*Tel: (424) 405-7280
Manson.Wong@faa.gov*



Office of Airports

*World leaders in creating a safe and efficient system of airports
We value Integrity, Collaboration and Innovation!*

From: Michael Errante <merrante@inyocounty.us>
Sent: Wednesday, September 26, 2018 11:26 AM
To: Wong, Manson (FAA) <Manson.Wong@faa.gov>
Subject: Consultant contract questions

Manson,

We are trying to decide if there is an issue awarding the design of the Bishop Taxiway Rehab and the Lone Pine Pavement Rehab to Bob Wadell under our current contract which is nearing the end of its 5 year term. The two excerpts below seem to contradict each other on this subject. We would also like to know who at the LA ADO we should send our A&E RFQ to for review before advertising it. We will be giving you a call in a moment to discuss this if you are available.

Thank you

3-59. Indefinite Delivery (Task Orders) Extensions for Consultant Services. Per FAA policy, a sponsor may not extend a task order contract for consultant services beyond a total overall contract duration (without re-advertising the contract) of more than five years. (Order 5100.38D)

2.7.2 Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action. (AC 150/5100-14E)

Michael Errante, P.E., QSD/QSP

Acting Public Works Director

Inyo County Public Works Department

168 N. Edwards

P.O. Drawer Q

Independence, CA 93526

(760) 878-0205 Office

(760) 391-0375 Cell

(760) 878-2001 Fax

merrante@inyocounty.us



AMENDMENT NO. 17
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two-million, four-hundred and fifty-eight thousand, six hundred and ninety-three dollars and no cents (\$2,458,693.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only, as described in Wadell Engineering Corporation’s proposal entitled Scope of Work, Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only, which is included as Attachment A-17 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-17 to the Contract shall be the lump-sum, fixed-price fee of \$192,785.00.
4. The contract term is extended from December 30, 2018 to June 30, 2019.

The effective date of this amendment to the Agreement is _____.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

AMENDMENT NO. 17
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
 FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
 SERVICES**

**LONE PINE / DEATH VALLEY AIRPORT
 PAVEMENT REHABILITATION DESIGN ONLY**

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only is included in this Attachment A-17.

SCOPE OF WORK

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

The paving project includes design for rehabilitation of the approximately 4,000' x 60' runway 16-34 with three entrance/exit taxiways, full length parallel taxiway, approximately 2,850' x 40' perpendicular access taxiway, removal of existing central exit taxiway and relocation / replacement to meet FAA standards, pavement markings, drainage shaping and culvert replacements, shoulder grading and runway safety area (RSA) and taxiway safety area (TSA) surface grading corrections. Services include obtaining new existing pavement 5-point runway and taxiway cross section elevation surveys every 100' linear feet along centerline, exit and fillet surveys on a 25-foot grid basis.

The designs will be based on draft FAA specifications 150/5370-10H that allows for pavement recycling for use as subbase or base material.

The geotechnical and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the taxiways. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking. Rehabilitation options that will be considered include 1) milling to a depth that eliminates the most severe cracks and conducting localized full depth repairs as necessary as an interim remedy; 2) Full Depth Reclamation (FDR) of all asphalt layers and a portion of the granular base with new soil treatment options and new P-403 PG asphalt surface.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document review with County, pre-bid conference, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final documents. Bid plans will be on Consultant title block with County designation in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices, and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

SCHEDULE OF SERVICES:

The schedule for completion is 180 calendar days for performance of the work after the notice to proceed.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

**LONE PINE / DEATH VALLEY AIRPORT
PAVEMENT REHABILITATION DESIGN ONLY**

TERM:
FROM: June 18, 2013 TO: June 30, 2019

SCHEDULE OF FEES:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of One Hundred Ninety-Two Thousand Seven Hundred and Eighty-Five Dollars and no cents (\$192,785.00) for the Pavement Rehabilitation Design. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

For Clerk's Use
Only:

AGENDA NUMBER

20

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~NOV~~ - 9 2018

SUBJECT: Amendment No. 18 to the Contract with Wadell Engineering Corporation for On-Call Airport Engineering and Planning Services for the Bishop Airport – Taxiway Rehabilitation Design.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

1. Approve Amendment No. 18 to County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (WEC) to:
 - a. Increase the amount of the contract \$302,500.00 for a total not to exceed amount of \$2,761,193;
 - b. Authorize the chairperson to sign, contingent upon obtaining all appropriate signatures;
2. Amend the Fiscal Year 2018/2019 Bishop Airport Operating Transfer Out (Object Code 5801) by \$18,333;
3. Amend the Fiscal Year 2018/2019 Bishop Airport – Taxiway Rehabilitation (Budget _____ as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$300,000;
 - b. Increase estimated revenue in State Grants (Revenue Code 4498) by \$15,000;
 - c. Increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$18,333, which will be paid from the Bishop Airport Operating Budget (150100);
 - d. Increase appropriations in Professional Services (Object Code 5265) by \$302,500;
 - e. Increase appropriations in External Charges (Object Code 5124) by \$30,833;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following seventeen (17) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase 1.
8. Lone Pine Airport – Airfield Lighting Project.
9. Bishop Airport – Passenger Traffic Study, Phase II.
10. Independence Airport – Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.
11. Bishop Airport—Construction Support Services Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing Project.
12. Construction Support Services for the Lone Pine/Death Valley Airport—Airfield Lighting and Visual Aids Improvements

13. Bishop Airport - PMMP study will include non-destructive pavement testing to determine the Pavement Condition Index (PCI).
14. Bishop Airport – Design for apron rehabilitation
15. Bishop Airport – Apron Construction Contract Support Services
16. Bishop Airport Certification – Phase I Services
17. Lone Pine/Death Valley Airport – Pavement Rehabilitation Design (Including contract term increase to 6 years)

On 8/7/2018, your Board accepted a grant from the Federal Aviation Administration (FAA) for the Bishop Airport – Taxiway Rehabilitation Project in the amount of \$300,000; and subsequently accepted a matching grant from the California Division of Aeronautics (CDA) for \$15,000. Amendment 18 will add preparation of the Plans, Specifications and Estimate for the Bishop Airport – Taxiway Rehabilitation Project to the scope of work for the on call contract , as shown in Attachment A-18: *Scope of Work, Bishop Airport – Taxiway Rehabilitation Design Only.*

Typically, under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of first project. Amendment 1 to this contract was effective November 5, 2013. The FAA Program Manager at the Los Angeles office confirmed, in the attached email, that per *Advisory Circular 150/5100-14E* Section 2.7.2:

Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action.

Therefore, this Amendment will be reimbursable by the FAA.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended if the Board wishes to make use of the FAA and CDA Grants.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

This Amendment will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Amendment, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the costs. The reimbursable costs of this Project will be paid through Budget Unit _____, Object Code 5265. The County's cost share of cost of this Project will be \$18,333, which will be paid from the Bishop Airport Operating Budget (Budget 150100).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>10/1/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>10/1/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>10/1/18</u>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) [Signature] Date: 10/1/18

BUDGET OFFICER SIGNATURE:
 (Not to be signed until all approvals are received) [Signature] Date: 10/1/18

From: Manson.Wong@faa.gov [mailto:Manson.Wong@faa.gov]

Sent: Wednesday, September 26, 2018 1:38 PM

To: Michael Errante

Cc: Ashley Helms

Subject: RE: Consultant contract questions

Mike,

Per our conversation, I confirm that Inyo County can proceed with the on-going contract with your current consultant for the design works on Bishop and Lone Pine Airports since the contract is initiated prior to the expiration of the 5-year service agreement. Based on AC 150/5100-14E, we have no objection over your request to allow the consultant finishing up their works as planned. Any other projects will have to be performed under a new RFQ and consultant selection process.

Let me know if you have any further questions.

Manson

*Manson W. Wong, P.E., PMP
Program Manager/Engineer*

*Federal Aviation Administration
Los Angeles Airports District Office
777 S. Aviation Boulevard, Suite #150
El Segundo, CA 90245*

*Tel: (424) 405-7280
Manson.Wong@faa.gov*



Office of Airports

*World leaders in creating a safe and efficient system of airports
We value Integrity, Collaboration and Innovation!*

From: Michael Errante <merrante@inyocounty.us>

Sent: Wednesday, September 26, 2018 11:26 AM

To: Wong, Manson (FAA) <Manson.Wong@faa.gov>

Subject: Consultant contract questions

Manson,

We are trying to decide if there is an issue awarding the design of the Bishop Taxiway Rehab and the Lone Pine Pavement Rehab to Bob Wadell under our current contract which is nearing the end of its 5 year term. The two excerpts below seem to contradict each other on this subject. We would also like to know who at the LA ADO we should send our A&E RFQ to for review before advertising it. We will be giving you a call in a moment to discuss this if you are available.

Thank you

3-59. Indefinite Delivery (Task Orders) Extensions for Consultant Services. Per FAA policy, a sponsor may not extend a task order contract for consultant services beyond a total overall contract duration (without re-advertising the contract) of more than five years. (*Order 5100.38D*)

2.7.2 Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action. (*AC 150/5100-14E*)

Michael Errante, P.E. , QSD/QSP

Acting Public Works Director

Inyo County Public Works Department

168 N. Edwards

P.O. Drawer Q

Independence, CA 93526

(760) 878-0205 Office

(760) 391-0375 Cell

(760) 878-2001 Fax

merrante@inyocounty.us



AMENDMENT NO. 18
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – TAXIWAYS REHABILITATION DESIGN ONLY

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to June 30, 2019.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two-million, seven-hundred and sixty one thousand, one-hundred ninety-three dollars and no cents (\$2,761,193.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport - Taxiways Rehabilitation Design Only, as described in Wadell Engineering Corporation’s proposal entitled *Scope of Work, Bishop Airport – Taxiways Rehabilitation Design Only*, which is included as Attachment A-18 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-18 to the Contract shall be the lump-sum, fixed-price fee of \$302,500.

The effective date of this amendment to the Agreement is _____.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

AMENDMENT NO. 18
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – TAXIWAYS REHABILITATION DESIGN ONLY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
 FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
 SERVICES**

**BISHOP AIRPORT
 TAXIWAYS REHABILITATION DESIGN ONLY**

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the Bishop Airport – Taxiways Rehabilitation Design Only. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Bishop Airport – Taxiways Rehabilitation Design Only is included in this Attachment A-18.

**SCOPE OF WORK
 BISHOP AIRPORT – TAXIWAYS REHABILITATION DESIGN ONLY**

The project includes design for the following:

- (1) pavement rehabilitation for taxiways and exits A, B, C, D, F, G, H and J,
- (2) rehabilitation is for crack repair only for taxiway A,
- (3) widening of taxiway H from 40 feet to 50 feet,
- (4) removal of exit F connection to Runway 17-35 with lighting and signing modifications,
- (5) modifying all exits as required to meet updated FAA standards for fillets, and
- (6) all new paint markings.

The designs will be based on recently updated FAA specifications 150/5370-10H that allows for pavement recycling for use as subbase or base material.

Services include setting 30 to 40 new secondary control monuments every 800 lineal feet, new existing pavement cross section elevation surveys every 100 lineal feet between exits, topographic mapping on a 25 foot grid at exits and fillets. The exit and fillet locations will be modeled to allow for updated designs to meet new FAA standards.

The geotechnical and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the taxiways. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking. Rehabilitation options that will be considered include 1) milling to a depth that eliminates the most severe cracks and conducting localized full depth repairs as necessary as an interim remedy; 2) removal of portions of asphalt layers with overlay, 3) Full Depth Reclamation (FDR) of all asphalt layers and a portion of the granular base with new soil treatment options, stabilized base and new P-401 PG or P-403 PG asphalt surface.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document

review with County, prebid conference, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the documents. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

SCHEDULE OF SERVICES:

The schedule for completion is 180 calendar days for performance of the work after the notice to proceed.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

**BISHOPAIRPORT
TAXIWAYS REHABILITATION DESIGN ONLY**

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCHEDULE OF FEES:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Three Hundred Two Thousand Five Hundred Dollars and no cents (\$302,500.00) for the Taxiway Rehabilitation Design. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 21

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Clerk of the Board

BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Appointment to fill vacancy on Bishop Rural Fire Protection District Board of Commissioners

DEPARTMENTAL RECOMMENDATION:

Request Board appoint one of three candidates to fill one (1) unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2022. (A Notice of Vacancy for the position resulted in requests for appointment being received from Mr. Ken Abbott, Ms. Suzanne Butler, and Mr. Don Kunze.)

SUMMARY DISCUSSION:

A vacancy on the Bishop Rural Fire Protection District Board of Commissioners opened earlier this year when the term being served by long-time Commissioner Lloyd Wilson expired. The vacancy was advertised in advance of the expiration along with two other terms that were also set to expire. The other two commissioners re-applied for their seats and were re-appointed by your Board, however Commissioner Wilson opted not to re-apply, and despite the term being advertised twice for 30 days each time, no other interested parties applied. In late August, the Chairperson of the Commission notified the Assistant Clerk of the Board that there were now individuals interested in serving, and the vacancy was once again advertised. This time, three Letters of Interest were received for the single vacancy, from Ms. Suzanne Butler, Mr. Ken Abbott and Mr. Don Kunze.

Per the appointment policy updated by your Board to address situations such as this one, each of the applicants was contacted and extended the opportunity to submit additional information about themselves that might assist your Board in its decision-making process, and to attend today's meeting. Ms. Butler declined to submit additional information, and the other two applicants did not respond.

Included with this staff report, in addition to the applicants' original requests for appointment, is a letter voluntarily provided by the Bishop Rural Fire Protection District Board of Commissioners, endorsing Ms. Butler and recommending she be appointed to the Commission.

ALTERNATIVES:

Your Board could not appoint one of the three individuals to the vacant term on the Commission, however this is not recommended.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no financial impact associated with making this appointment.

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 10/2/18
(Not to be signed until all approvals are received)

RECEIVED
2018 APR 17 AM 9:16

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

2695 Highland Drive
Bishop, CA 93514

10 April 2018

Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

Completion of Appointed Term

Dear Supervisors:

After careful consideration I have decided that upon completion of my current term as a Bishop Rural Fire Protection District Commissioner July 1st, I will not accept reappointment.

I was first appointed to serve in 2002, and most recently appointed by you in 2014 for an additional four year term. Consequently I have now served the Rural Board for nearly 16 years.

I believe strongly that change is good for any organization and that the occasional infusion of new blood and new ideas helps keep the momentum moving forward. For these reasons I now choose to terminate my service.

I am grateful for having had the opportunity to serve both an organization for which I was once a volunteer member, and more generally the important fire service in our community. I am proud of the many accomplishments that my colleagues and I have achieved for the safety and efficiency of our firefighters. I am confident that my successor, as well as our new Incoming Chief, will continue to strive for excellence and fire safety.

In the coming weeks my fellow Commissioners will submit for your consideration the name of a potential replacement Commissioner.

Thank you.

Sincerely,



Lloyd L. Anderson
Bishop Rural Fire Commissioner

Cc. M. Holland, Chair, BRFPD

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following date, to with:

APRIL 19

In the year of **2018**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
19TH DAY OF APRIL 2018


Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 MAY -3 PM 2: 17

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Proof of Publication of Public Notice

NOTICE OF VACANCY BISHOP RURAL FIRE PROTECTION DISTRICT BOARD OF COMMISSIONERS

NOTICE IS HEREBY GIVEN that
the Inyo County Board of Supervi-
sors is accepting applications to fill
three four-year terms on the
Bishop Rural Fire Protection Dis-
trict Board of Commissioners end-
ing July 1, 2022.

If you are interested in serving on
the Independence Cemetery Dis-
trict Board of Directors, please
submit your request for appoint-
ment to the Clerk of the Board of
the Board of Supervisors at P.O.
Drawer N, Independence, CA
93526 or dellis@inyocounty.us. In
order for your request for appoint-
ment to be considered, it must be
received on or before 5:00 p.m.
Friday, May 18, 2018.
(IR 4/19/18, #13308)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

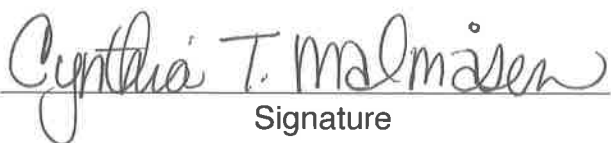
The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following date, to with:

JUNE 9

In the year of **2018**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
21ST DAY OF JUNE 2018


Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 JUN 25 PM 12: 08

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Proof of Publication of Public Notice

NOTICE OF VACANCY BISHOP RURAL FIRE PROTECTION DISTRICT BOARD OF COMMISSIONERS

NOTICE IS HEREBY GIVEN that
the Inyo County Board of Supervi-
sors is accepting applications to fill
one (1) four-year term on the
Bishop Rural Fire Protection Dis-
trict Board of Commissioners end-
ing July 1, 2022.

If you are interested in serving on
the Independence Cemetery Dis-
trict Board of Directors, please
submit your request for appoint-
ment to the Clerk of the Board of
the Board of Supervisors at P.O.
Drawer N, Independence, CA
93526 or dellis@inyocounty.us. In
order for your request for appoint-
ment to be considered, it must be
received on or before 5:00 p.m.
Monday, July 9, 2018.
(IR 6/9/18, #13391)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

AUGUST 30th

In the year of **2018**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
30th DAY OF AUGUST 2018



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 AUG 10 AM 11:16

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

**Proof of Publication of
Public Notice**



Ken Abbott
RECEIVED 2517 Sunset Drive
2018 AUG -5 AM 11: 54 Bishop, CA 93514

Clerk of the Board of Supervisors
P.O. Drawer N
Independence, CA 93526

September 4, 2018

Re: Bishop Rural Fire Protection District Board of Commissioners

Dear Sir or Madam,

It's every young boys dream to be a fireman, driving big red trucks with light and sirens blaring as you rush to the scene of an accident or a fully involved structure. For almost 10 years the Bishop Volunteer Fire Department helped me fulfill that dream and be of service to our community. Under the watchful eye of men like Chief Walt Primmer, Chief Phil Moxley and Training officer Dick Weller I was able to learn the ins and outs of the fire service and rose to the ranks of Engineer and Emergency Medical Technician 1A (EMT).

One of the hardest things I have ever done in my lifetime was turn in my gear and tender my resignation to the department. I was a 110 percenter and realized that after a severe work injury I would no longer be able to perform at that level and did not want to stand in the way of a new recruit wanting to also fulfill his dreams. Well 32 years later I still love the fire service, admire the dedicated individuals who serve and still have a desire to be involved at some level.

I am 67 years old, and have owned my own General Contracting business for the past 28 years; I am scheduled to retire in 2 years. I have the time necessary to dedicate to this position and will bring all of my past fire service and emergency medical experience to the board. Further, I have the 30 plus years of financial experience and a vast knowledge of insurance requirements to assist the sitting board with difficult decisions that have to be made. As an employer over the past years I have faced just about every kind of personnel problem that arose from time to time, some easy some difficult but always with an eye towards a win-win outcome for both the employee and my company.

I currently serve as Vice President for the Park West Home Owners Association and Vice President for the Park West Mutual Water Company. I have also served on the Board of Directors for the Owens Valley Cruisers Car Club for 16 years with the past 6 years as President, I am scheduled to retire from those positions in January 2019. I have no personal or political agenda, just a desire to once again be involved in the fire service and serve our community that has been home to our family for over 55 years. Please accept this letter as my request for appointment to the Bishop Rural Fire Protection District Board of Commissioners.

Thank you for your consideration in this matter,

Ken Abbott

Donald Kunze
2619 Sierra Vista Way
Bishop, CA 93514
760 873 3375 Home
kunze.don@gmail.com

RECEIVED
2018 AUG -5 AM 11: 54
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

August 30, 2018

Clerk of the Board
Inyo County Board of Supervisors
P.O Drawer N
Independence, CA 93526

Honorable Supervisors,

I am writing in regards to the current opening on the Bishop Rural Fire Protection District Board of Commissioners due to the retirement of Mr. Lloyd Anderson. I would like to have the honor of being considered to fill that vacancy and be allowed to serve my community as a member of that already outstanding board.

When making your selection for a person who could replace and carry on the fine work done by Mr. Anderson, please take into consideration my qualifications that would include the following. I was raised in the Los Angeles area but moved to work in Mono County in 1974 alternating between working on Crowley Lake in the Summer and at the Mammoth Mountain Ski Area in the winter. I returned to Los Angeles in 1979 to take a full-time position with the City of Los Angeles eventually transferring to the Los Angeles Department of Water and Power. After working in several positions within DWP, I promoted to Aqueduct and Reservoir Keeper and acquired enough seniority to allow me to return to this wonderful area in 1983 with my wife Susan and raise our family here. While I worked the remainder of my 34-year career here in the Owens Valley and Mono Basin until retirement in 2012. Susan worked as an elementary school teacher starting in Lone Pine, and since 1985 at Elm Street/Bishop Elementary School in Bishop where she retired from teaching in 2016.

During the time I have lived here, I have established a long record of service to our community including my becoming a member of the Bishop Volunteer Fire Department in 1987 where I am about to complete my 32nd year of uninterrupted service. During my tenure with the BVFD, I have been honored to receive many awards from the membership, the greatest of which was Firefighter of the Year. I have promoted to the rank of Engineer and continue to serve the Department as an active member to this day where, along with my traditional duties, I also apply

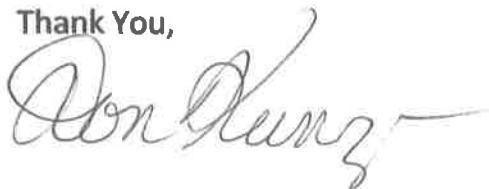
my skills and license as a Pyrotechnic Operator and oversee the annual Independence Day Fireworks Show here in Bishop. I respect and admire the men and women of our department and want only to continue to serve them as best my abilities allow. Remaining active however becomes more challenging with the passing of years, and I have sought some opportunity to continue to serve even as my ability to pull hose and charge into burning buildings is seeming to diminish. Being allowed a position on the Bishop Rural Fire Protection District Board of Commissioners I believe would allow me to continue my service to the great firefighters of the BVFD and our community.

Additional accomplishments I would like to share would include that, although now retired, during my employment at the Department of Water and Power, along with my regular duties, I was appointed to serve as Co-Chair of the Joint Labor Management Committee and Worker Safety Group. Holding these positions gave me valuable insight and helped me develop skills I would apply to the work of the BRFC in areas that include fiscal management, equipment procurement, maintenance, and staffing issues. Along with my service to the Bishop Fire Department, I currently serve my local community as a member in good standing of the Bishop Elks Lodge 1603, a trustee on the Bishop Creek Water Association, president of Playhouse 395, and past president and currently executive committee member of the Inyo Mono Master Gardeners. In the past, I have also volunteered for positions that included being the Cubmaster for Boy Scout Pack 86, and Director of the Inyo / Mono Chapter of the American Red Cross.

I realize that being appointed to a position on the BRFPD board would call for my resignation from the Bishop Fire Department, but as I said earlier, at 64 years of age, I am coming to the realization that perhaps my skill set and physical abilities are of diminishing value to the ongoing work of the BVFD.

In closing, I would say again, I'd be honored to be included in your consideration of the replacement of Mr. Lloyd Anderson to Board of the Bishop Rural Fire Commission and would do all I could to serve the people of Inyo County, the residents of the Bishop Rural Fire Protection District, and the firefighters of the Bishop Volunteer Fire Department. Please feel free to call or write me with any questions you may have.

Thank You,

A handwritten signature in cursive script, appearing to read "Don Kunz", with a long horizontal flourish extending to the right.

September 3, 2018

Clerk
Inyo County Board of Supervisors
PO Drawer N
Independence, California 93526

RECEIVED

2018 AUG 10 AM 11:16

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Dear Board members.

I, Sue Butler, am submitting this letter of interest in the unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2022.

I was born in Bishop and attended schools here until graduation from Bishop Union High School in 1965. I then returned to Bishop in 1986 where I have resided at 2523 Sunrise Drive since that time. My family has lived in the Owens Valley for four generations and I have always been interested in helping citizens that live in this rural county obtain the services that they need and deserve.

While I do not have fire protection experience I have served on several volunteer boards and worked as a nurse in Public Health in Inyo County for 15 years. In my capacity as a nurse manager for public health our department worked collaboratively with emergency services in Inyo County including with the various Fire Departments. These collaborations included shared trainings on Blood Borne pathogens during emergency response, Immunizations for emergency responders, and disaster preparedness drills.

I was a volunteer member of the Bishop Union High School Board of Trustees for nine years. Our responsibilities included setting the vision and goals for the district; adopting policies that gave the district direction to set priorities and achieve its goals; hiring and evaluating the superintendent; adopting and overseeing the annual budget; and managing the collective bargaining process for employees of the district.

I feel that I can deal with confidential and sensitive information and work as a team member to solve problems and to make objective and fair decisions that will benefit the district.

I appreciate your consideration for this appointment,



Suzanne Butler
2523 Sunrise Drive
Bishop, California 93514
760 873-7706

Employment and Volunteer History

Personal: Suzanne Butler (Sue)

2523 Sunrise Drive, Bishop, California 1986-present
760 873-7706 760 937-8178

Daughters: Melissa Rosno , Sara Veth Previous name: Sue Stoutenburg
Lived in Bishop 1947-1965 and 1986 to present

Education: High School- Bishop Union High School, Bishop, Calif. 1961-1965
RN - Los Angeles County-USC School of Nursing, Los Angeles, Calif. 1968
HIV Counselor Training, Orange County/ Bishop, Calif. 1989 & 1995
Yearly certification classes 1995-2007
American Red Cross Blood Borne Pathogen Certification 1997
Completed CASA (Court Appointed Special Advocates of the Eastern Sierra)
Training December 2012
CPR Certification expired
Current California RN License #190653

Employment History:

July 2011 Retired. Inyo County Health and Human Services

January 2011-July 2011- Temporary RN/ HIV Programs Manager

January 2005-Sept 2010- Inyo County Health & Human Services Clinic Manager

- Supervise Inyo County Public Health Clinics and Outreach Programs.
- Supervise office staff, and clinic RNs.
Communicable Disease Management Team Member- investigate reports of Communicable Diseases, prevention education for clients and community presentations,
- Resource RN-Blood Borne Pathogens- Inyo County employees exposures, yearly update trainings, and community trainings

1997- 2005 HIV Prevention Education Programs Manager Inyo County HHS

1995-1997 AIDS Resource Coordinator, Inyo County Health & Human Services

1989-1994 Business Owner-TCBY Yogurt franchise, Bishop, California

1988-1989 AIDS Surveillance Coordinator, Inyo County Health & Human Services

1981-1986 Research Nurse- Division of Infectious Diseases

Stanford University Medical Center, Stanford, California

1976-1981 Cesarean Prenatal Educator, Santa Clara County, California

1972-1975 Head Nurse on General Clinical Research Center

Stanford University Medical Center, Stanford, California

1969-1972 Staff Nurse on Cancer and General Clinical Research Centers

Stanford University Medical Center, Stanford, California

1968-1969 Staff Nurse/Assistant Head Nurse on 50 bed General Medical Unit

Los Angeles County-USC Medical Center, Los Angeles, California

Community Involvement:

1979-1986 AYSO Soccer Coach and Referee, Saratoga, California

1993-2002 Bishop Union High School Board of Trustees

1992-1994 Girls Soccer Coach, Bishop Union High School

1989-1995 Member Bishop Chamber of Commerce

Member Education Committee

1989-1995 Member Bishop Union High School Parent Association

2003-2007 Member Friends of Jill Kinmont Boothe School

2011-2016 Member BUHS Foundation For Excellence

2012-present CASA volunteer

Darcy Ellis

From: Holland and Allred <hollandallred@verizon.net>
Sent: Thursday, September 6, 2018 8:40 PM
To: Darcy Ellis
Subject: Candidate Endorsement
Attachments: Bishop Fire District Endorsement.pdf

Attention Darcy Ellis: Please let me know that you were able to receive this OK.

Dear Members of the Inyo County Board of Supervisors:

The members of the Bishop Rural Fire District respectfully submit the attached endorsement for Suzanne Butler for appointment to the vacancy on our board.

We have also placed a hard copy of our endorsement in the mail to you.

Our endorsement of Ms. Butler is not intended to reflect negatively toward any of the other candidates. Our decision to endorse Ms. Butler is based on her personal qualifications and enthusiasm to serve our community.

For the past several years our board has been comprised of a majority of past members of the fire department. We believe that it's important to maintain a board that is balanced with past members of the fire department and independent members of the community. As a well known and respected member of the community, Ms. Butler's appointment will be of great value to our board in our service to the Bishop Fire Department.

Accordingly, we ask that you appoint Suzanne Butler to fill the position of Commissioner of the Bishop Rural Fire District Board.

Thank You for your consideration,
Michael Holland
Chairperson



BISHOP RURAL FIRE PROTECTION DISTRICT

P.O. BOX 325 • BISHOP, CA 93515

August 28, 2018

Inyo County Board of Supervisors
PO Drawer N
Independence, CA 93526

Re: Recommendation to Fill Vacancy

Dear Board Members:

There is currently a vacancy on the Bishop Rural Fire Protection District's Board of Commissioners created by the resignation of long time Commissioner Lloyd Anderson. Mr. Anderson's tenure, knowledge, and skills were assets that leave quite a gap that needs to be filled.

In the filling of previous openings, the District has experienced difficulty in having qualified candidates express interest in serving on our Board. This time we have the luxury of having multiple District citizens indicate their desire to serve on the Board.

We have given careful consideration to those who have indicated their interest. There is one candidate who stands out as having attributes that lend themselves to filling this important role. We wish to endorse Suzanne Butler's application to become a member of our Board.

Among her professional and personal qualities are: Educated and worked for over 30 years as a Registered Nurse, including 5 years as Manager of the Inyo County Health and Human Services Clinic as well as many years as a nurse in research centers including Stanford and USC. For 5 years she owned a business franchise in Bishop, and she was a member of the Bishop Union High School Board of Trustees for almost 10 years. She has been and continues to be involved in community activities such as coaching youth and high school soccer, member of the Bishop Chamber of Commerce, PTA, Friends of Jill Kinmont Boothe School, and the Bishop High School Foundation for Excellence.

Sue has lived in Bishop for over thirty years. While currently retired, she remains quite active in the community service arena. She has expressed a desire to continue serving the community, and sees this as an opportunity to support the Bishop Fire Department.

The Board of Commissioners for the Bishop Rural Fire Protection District is pleased to recommend that the Inyo County Board of Supervisors appointment Suzanne Butler to fill the vacancy on our Board. Thank you for your consideration.

Respectfully Submitted,



Mike Holland

Chairperson,

Bishop Rural Fire Department Board of Commissioners



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

22

- Consent Departmental Correspondence Action
- Public Hearing Schedule time for Closed Session Informational

FROM: Acting County Administrator

FOR THE BOARD MEETING OF: October 9, 2108

SUBJECT: Administrative Support and Governance Opportunities for the Eastern Sierra Council of Governments (ESCOG)

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board consider contribution of \$10,000 annually towards administrative support for ESCOG; and
2. Consider support for an effort to create a Joint Powers Authority for the ESCOG, at no cost to ESCOG members, for review by the ESCOG Board of Directors..

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Staff has received a request from ESCOG to bring two items forward for consideration by your Board. A report prepared by ESCOG as result of discussion at its August 16, 2018 meeting is attached for your information and consideration.

A. Administrative Support

Pursuant to the Amended Joint Powers Agreement for establishing ESCOG (1998), each regular member shall contribute to the administrative support of the COG. Administrative support is to be provided on an in-kind basis and each agency's contribution to in-kind administrative time and support shall be accounted for. It is intended that each regular member agency will provide 25% of the administrative support to the COG. Until a few years ago, the ESCOG met quarterly and administrative support was rotated annually among staff from each of the four member agencies. This was easily absorbed into the operations of each member agency.

The ESCOG has increased the numbers of meetings it holds, has undertaken additional responsibilities requiring staff support related to the Inyo Mono Broadband Consortium, and pursued other activities requiring support from member agency staff. This has had the effect of increasing the administrative support required for the ESCOG. This has occurred incrementally without formal approval of the additional costs by the member agencies.

This increased activity can tax the manpower resources of our small agencies and is not evenly spread across the year or from year to year, making it nearly impossible to plan and account for administrative support in a manner consistent with the intent of the Joint Powers Agreement to share that burden equally.

It requested that the Board discuss the scope and role of ESCOG. Should the Board decide to support the current level of activity by the ESCOG, it is recommended that the Board approve a contribution of \$10,000 annually toward administrative support as described in the attached report. Funding for this is included in your

Board approved FY 2018-2019 Budget. If your Board chooses not to make this contribution, staff recommends discussing with the other member agencies a return to a regional body that meets quarterly and through its members identify any additional support or funding on a project by project basis as contemplated in the Joint Powers Agreement.

B. ESCOG Governance Opportunity

The ESCOG Board is proposing to change the current relationship between the four member agencies by modifying or replacing the existing Joint Powers Agreement in order to create a Joint Powers Authority (i.e., a new public entity distinct from the member agencies). They are asking for support from your Board to create a Joint Powers Authority for ESCOG at no cost to ESCOG members for review by the ESCOG Board of Directors. The final draft of a new or amended agreement creating such a Joint Powers Authority would be forwarded to member agencies for review and consideration.

The attached report notes that the current Joint Powers Agreement does not currently provide the authority to hire, spend money, receive grants, etc. It also notes that all four member agencies would need to agree that they want to make the change prior to altering the existing Joint Powers Agreement and moving to a review and approval process.

Staff concurs that now is the appropriate time for that discussion to take place. Staff recommends that the Board:

1. Discuss your appetite to create a Joint Powers Authority.
2. If it is your desire to create a Joint Powers Authority, identify which if any powers you would like to see vested in such an Authority.
3. Provide direction to your ESCOG representatives.

On a side note staff has not, as of the writing of this Agenda Request Form, identified the mechanism by which a Joint Powers Authority would be developed at no cost to the member agencies.

ALTERNATIVES:

A number of alternatives are identified in the above summary. The Board may also identify other alternatives or courses of action during their consideration of this item.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

\$10,000 has been included in the Board of Supervisor Budget (Budget Unit #010100)

APPROVALS	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: <u>yc</u> Date <u>10/3/17</u></p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: _____ Date _____</p> <p style="margin-left: 20px;">N/A</p>

PERSONNEL DIRECTOR

N/A

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/3/18

TOWN COUNCIL STAFF REPORT

Subject: Administrative support and governance opportunities for the Eastern Sierra Council of Governments (ESCOG)

Meeting Date: September 19, 2018

Written by: Pam Kobylarz, Assistant to the Town Manager, on behalf of the ESCOG
John Wentworth, Mammoth Lakes Town Council
Bob Gardner, Mono County Board of Supervisors

RECOMMENDATION:

1. Approve an annual allocation of \$10,000 to provide administrative support for the ESCOG, including preparing agendas, minutes, public noticing, maintenance of the ESCOG website, and other tasks as assigned.
2. Consider support for an effort to draft a Joint Powers Authority for the ESCOG at no cost to ESCOG members for review by the ESCOG Board of Directors.

BACKGROUND AND ANALYSIS:

Administrative Support for the ESCOG

The Eastern Sierra Council of Governments (ESCOG) is a group consisting of two representatives from each of the following agencies: Mammoth Lakes Town Council, City of Bishop City Council, Inyo County Board of Supervisors, and Mono County Board of Supervisors and meets six times per year, where items of mutual interest are discussed. The ESCOG has identified a variety of programs and opportunities of significance to the Eastern Sierra Region. Examples include the Inyo Mono Broadband Consortium, the Mono Inyo Air Working Group, the Eastern Sierra Sustainable Recreation Partnership, and others yet to be identified. The current administrative capacity supporting the ESCOG, which is provided by existing staff from the each of the four partner agencies on an annual, rotating basis. The number of meetings needing administrative support, website update, and overall meeting coordination has increased and is placing unacceptable burdens on partner agencies staff(s), resulting in institutional stress and confusion for the public.

The ESCOG is recommending that each of the agency partners make an annual financial commitment to help fund ongoing administrative support for the ESCOG. This contribution would provide funding for a staff position that would provide consistent support for the ESCOG and could be a staff position belonging to one of the partner agencies. The annual contribution from each of the ESCOG members would be up to \$10,000.

At its August 16, 2018 regular meeting, the ESCOG took action recommending that member agencies approve funding for ESCOG administrative support in an amount not to exceed \$10,000/agency.

Recommended Motion for each ESCOG Partner: Approve an annual allocation of \$10,000 to provide administrative support for the ESCOG, including preparing agendas, minutes, public noticing, maintenance of the ESCOG website, and other tasks as assigned.

ESCOG Governance Opportunity

The ESCOG currently exists under a Joint Powers Agreement between the four member agencies. This agreement allows elected officials from each of the four agencies to meet and discuss items of mutual interest, but it does not allow them to take action as a governing body and/or on behalf of the individual agencies. The ESCOG has expressed an interest in changing its governing structure to a Joint Powers Authority (JPA). This would allow the group to function more autonomously. An example of a JPA is the Eastern Sierra Transit Authority (ESTA). This structure would require more funding and staff to support it.

At its August 16, 2018 regular meeting, the ESCOG discussed a desire for the formation of a Joint Powers Authority to replace the existing Joint Powers Agreement. As quoted in the draft minutes of the August 16 meeting:

“Board member Gardner discussed the need to create a Joint Powers Authority (JPA) to do many things that the ESCOG does not currently have the authority to do. He said that the current agreement does not have the legal authority to hire, spend money, receive grants, etc. All four entities would need to agree that they want to make the change, then the (existing Joint Powers Agreement) document can be altered, then it would be reviewed by the ESCOG, and finally it would need to go back to the agencies for final approval.”

The ESCOG voted unanimously to go back to their respective agencies to discuss the establishment of a JPA for the ESCOG as recorded in the draft minutes of its August 16, 2018 regular meeting:

“ACTION: It was moved by Board member Gardner, seconded by Board member Wentworth, and approved by a 6-0 vote to proceed with the process outlined by Board member Gardner to alter the current agreement to create the JPA, beginning with making presentations to each agency so that they can take action regarding whether or not to proceed with the next steps.”

Recommended Motion for each ESCOG Partner: Consider support for an effort to draft a Joint Powers Authority for the ESCOG for review by the ESCOG Board of Directors. The Joint Powers Authority would replace the existing Joint Powers Agreement. Upon recommendation of the ESCOG Board of Directors, a final draft of the

Joint Powers Authority will be forwarded to the representative bodies of each of the four ESCOG members for review and consideration for approval.

OPTIONS ANALYSIS

Option 1:

1. Approve an annual allocation of \$10,000 to provide administrative support for the ESCOG, including preparing agendas, minutes, public noticing, maintenance of the ESCOG website, and other tasks as assigned.
2. Consider support for an effort to draft a Joint Powers Authority for the ESCOG at no cost to ESCOG members for review by the ESCOG Board of Directors.

Option 2: Approve one, but not both, of the above requests from the ESCOG.

Option 3: Deny both of the above requests from the ESCOG or take no action.

STAFFING CONSIDERATIONS:

There are no staffing considerations at this time. The funding of ongoing administrative support for the ESCOG would likely fall to a position within one of the member agencies. If the Town takes on that position, there could be staffing implications.

FINANCIAL CONSIDERATIONS:

Regarding the funding of ESCOG administrative support, by voting to approve this item, the Town Council would be making a new, ongoing commitment of \$10,000 annually from the Town's General Fund. Since ESCOG administrative support is currently rotated among the agencies, there is no existing hard cost to the Town.

Regarding the formation of a Joint Powers Authority (JPA), your action would not result in any costs being incurred at this time, since it would only be authorizing the additional work on the drafting of a new document, and that would only occur if all four agencies vote to move forward. However, should the JPA be approved by the Town and the other three agencies in the future, there would likely be considerable costs to maintain the staffing and operation of such an entity.

ENVIRONMENTAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

There could be legal considerations that would result from the formation of a Joint Powers Authority. These implications would be determined and evaluated as part of the

next steps in the process if the Town Council and the other three ESCOG partner agencies all agree to move forward with the drafting of a JPA document.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: October 9, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

<p>COUNTY COUNSEL: N/A</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p align="right">Approved: _____ Date _____</p>
<p>AUDITOR/CONTROLLER: N/A</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p align="right">Approved: _____ Date _____</p>
<p>PERSONNEL DIRECTOR: N/A</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 09-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: October 9, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 09-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Clint G. Quilter Date: 09-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: October 9, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION:

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 09-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 09-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Request for Addendum No. 3 to the Mitigated Negative Declaration/ Munro Valley Solar and Amendment No. 3 to the Renewable Energy Development Permit/Munro Solar.

DEPARTMENTAL RECOMMENDATION:

- Deny Addendum No.3 (Attachment 1) to the Mitigated Negative Declaration with the modifications to certain biological mitigation measures as described;
- Deny Amendment No.3 (Attachment 2) to the Renewable Energy Permit (REP) 2013-01/Munro Valley Solar

SUMMARY DISCUSSION: Munro Valley Solar, LLC submitted applications to the County for a renewable energy permit (REP) and related applications for other permits and actions necessary to construct and operate a 4.0 megawatt solar photovoltaic generating facility over two separate privately owned parcels located in Olancho, California. The County prepared an Initial Study and Draft Mitigated Negative Declaration ("MND") for the project pursuant to the California Environmental Quality Act ("CEQA").

The Initial Study found that with the incorporation of mitigation the project would not result in potentially significant effects. The Initial Study described mitigation for Mohave Ground Squirrel (MGS) would be implemented as follows:

A biological study was conducted for the project and observed no sensitive plant or animal species at the project site; however, the project site presents appropriate habitat for the Mojave Ground Squirrel.... To mitigate any potential impacts to these species, the applicant intends to implement construction monitoring...and preserve off-site habitat at a ratio of at least 1:1. Additionally, the applicant will incorporate best management construction and operation practices to mitigate any potential impacts to wildlife.

The California Department of Fish and Wildlife (CDFW) submitted a letter dated January 9, 2014 which contained the following comment concerning the provisions of the MND that addressed the mitigation measures for the MGS:

The site presents suitable habitat for...Mohave ground squirrel (MGS) (State threatened)...in addition, burrows potentially associated with MGS were observed on both parcels. The IS/MND acknowledges that take from Project implementation may occur if burrows are crushed during grading and other construction activities. CDFW does not concur with the statement that impacts to MGS...would be less than significant after implementing the proposed mitigation measures of preserving off-site habitat at a ratio of 1:1. If "take" (California Fish and Game Code Section 86 defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill") of MGS...cannot be avoided either during construction or over the life of the Project, please be advised that an Incidental Take

Permit (ITP) would be warranted. Issuance of an ITP is subject to CEQA documentation; therefore, CDFW recommends that the CEQA document identify and analyze potentially significant impacts, propose measures to mitigate impacts to less than significant levels, and include a mitigation monitoring and reporting program. If the proposed Project could impact CESA-listed species, early consultation is encouraged. CDFW is available to discuss ways to avoid, minimize, and mitigate potential Project impacts....

On September 24, 2014, the Inyo County Planning Commission considered and recommended that the Inyo County Board of Supervisors adopt the MND. On November 12, 2014, the Inyo County Board of Supervisors adopted Resolution No. 2014-54 adopting the MND and approving General Plan Amendment No. 2013-01/Munro Valley Solar, LLC. On December 9, 2014, the Board of Supervisors adopted Resolution No. 2014-58 amending Resolution No. 2014-54 to make it consistent with the Board's directions to enhance certain mitigation and include a Mitigation Monitoring Program (MMP). In the final environmental documents, the mitigation for biological resources was in part modified to indicate as follows:

The Developer shall obtain an Incidental Take Permit (ITP) for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible.

On September 24, 2014 the Inyo County Planning Commission conditionally approved Renewable Energy Permit 2013-01 (REP) for the project included the following condition:

8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process.... DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible....

The MND

Addendum No. 1

In 2015, your Board approved Addendum No. 1 to the MND. Addendum No. 1 addressed cultural resources and, thus, is not related to Addendum No. 3.

Addendum No. 2

In accordance with the requirements of the Initial Study, the MND, the REP, and the mitigation for potential biological resource impacts, the applicant worked with CDFW to obtain the ITP, but CDFW proposed conditions that were unworkable, infeasible, and not proportional. According to the applicant, the measures proposed by CDFW as a condition for obtaining an ITP, for the first five years of the Project's operation, would have cost \$600,000 at a minimum, and the project applicant would not have been able to obtain permanent financing, and therefore, the project would not have been able to be built.

The applicant had originally proposed to install a wildlife friendly fence, allowing MGS to enter the site, increasing the risk that MGS could accidentally be taken during operations. In regard to Addendum No. 2, the applicant proposed to eliminate the use of a wildlife friendly fence and to instead permanently use an exclusion fence, complete pre-clearance surveys by qualified biologists to clear any MGS from the site if any existed there, provide a biological monitor during construction, and implement other measures so as to avoid

take of the MGS. In addition, the applicant proposed to implement an off-site conservation easement protecting 17.90-acres of suitable habitat at a ratio of 1:1.

Addendum No. 2 deleted the mitigation measure that required the project proponent to obtain an incidental take permit, added a requirement that an exclusion fence around the project be constructed and added 18 new mitigation measures. Addendum No. 2 was approved by the Board of Supervisors on July 28, 2015 (Attachment 3).

The REP

Amendment No. 1

On July 28, 2015, your Board approved Amendment No. 1 to the REP. Amendment No. 1 deleted the requirement that the project proponent obtain an incidental take permit and added a requirement that exclusion fencing be installed around the entirety of the two project sites.

Amendment No. 2

On December 15, 2015, your Board approved Amendment No. 2 to the REP. Amendment No. 2 added Exhibit E to the REP (Exhibit E is a substitute site plan).

Proposed Addendum No. 3 to the MND and Proposed Amendment No. 3 to the REP

Addendum No. 3 to the MND

As required by Addendum No. 2, the applicant installed the perimeter fence and the wildlife exclusion fence under the supervision of a qualified biologist. The exclusion fence was constructed of an impermeable material that has resulted in a barrier that traps drifting sand behind it. At high wind times, which are frequent in the project area, the sand piles up to top of the exclusion fence in some places and could serve as a ramp for wildlife entry to the project site (Attachment 4, illustration of sand piling). This piling up of sand also requires that the exclusion fencing be cleared of sand on a regular basis. This proves to be difficult as using a tractor would create more potential for harming wildlife that could potentially be present, as well as, possibly damage the exclusion fencing.

The wildlife exclusion fencing was constructed to avoid 'take' of Mojave ground squirrel during the construction and operation of the project. This fencing was successful in that no 'take' occurred during construction and no Mojave ground squirrels have been detected at the project site. The site is now fully built and very little activity occurs there. Limited activities include washing the panels and regular equipment maintenance. The level of risk to potential wildlife from these activities is very low. This minimal activity level will likely stay as is, well into the future, but could potentially intensify as panels may eventually require replacement.

After several years of operation at the project site, it appears that the wildlife exclusion fencing has been working as no Mojave ground squirrels have been found at the site; however, the applicant asserts that the sand piling up against it could potentially provide an entry for special status wildlife species including Mojave ground squirrel. The applicant also believes that sand removal could be highly detrimental to any special status wildlife species potentially found on or near the sand pileups.

The applicant is requesting your Board approve Addendum No. 3 to the MND, and Amendment 3 to the REP which would modify the MND to delete the mitigation measure requiring the wildlife exclusion fence and would add the 21 new mitigation measures as identified in the Amendment (Attachment 2).

Information provided by H. T. Harvey & Associates in a memo (Attachment 5) and the request for the removal of the wildlife fence has been shared with staff at CDFW. CDFW believes that an ITP should still be obtained by the applicant for both the Mojave Ground Squirrel and Desert Tortoise.

CDFW stated:

“MGS is listed as threatened under the California Endangered Species Act (CESA) impacts to listed species shall be minimized and fully mitigated (Fish & G. Code § 2081 (b); Cal. Code Regs., tit. 14, §§ 783.2-783.8). Minimization measures are intended to ensure the minimization of incidental take of CESA-listed species in the project area during covered activities. In 2015 CDFW determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate project-related impacts to MGS and Desert tortoise. CDFW still agrees with the 2015 determination. The current and proposed additional Conservation Measures outlined in the attached letter are considered avoidance and minimization measures. To fully mitigate for impacts CDFW recommends obtaining an ITP.”

Staff is recommending that the Board deny Addendum and Amendment No. 3, based on the fact that CDFW does not agree with the proposed changes to the MND. It should also be noted that Addendum No. 3 to the MND would effectively remove a mitigation measure that was approved by the Board in Addendum No. 2 to removing the requirement for an ITP by CDFW.

ALTERNATIVES:

1. The applicant has indicated that the wildlife exclusion fencing is not functioning as envisioned and as a result has become more of a danger to potential wildlife in the area than not having it and your Board could elect to approve deletion of the wildlife exclusion fence with the 21 new mitigation measures.
2. The Board could also elect to modify the proposed changes to the mitigation measures; however, if the Board so wishes, it is recommended that an expert be retained to provide input on such modifications.
3. The Board could direct staff to work with the applicant and CDFW to find other acceptable mitigation measures and continue this item to a future date.

OTHER AGENCY INVOLVEMENT: The California Department of Fish and Wildlife.

FINANCING: Project staff time is paid for by the applicant.

APPROVALS

COUNTY COUNSEL: <i>msu</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <i>yes. [Signature]</i>
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: 10/3/18

Attachments:

- Addendum No. 3 to the Mitigated Negative Declaration for Munro Valley Solar, LLC—General Plan 2013-01, Zone Reclassification No. 2013-01, Renewable Energy Development Agreement No. 2013-01, Tentative Parcel Maps No. 404 and 405.
- Amendment No. 3 to the REP/Munro Valley Solar.
- Illustration of sand piling.
- Memo H. T. Harvey & Associates memo RE. Measures to Support Removal of Permanent Wildlife Exclusion Fences and Ensure No Take of Mohave Ground Squirrel.
- ARF - Addendum No. 2 Amendment No. 1.

**ADDENDUM NO. 3 TO THE MITIGATED NEGATIVE DECLARATION PREPARED
FOR**

**Munro Valley Solar, LLC—General Plan Amendment No. 2013-01, Zone Reclassification
No. 2013-01, Renewable Energy Development Agreement No. 2013-01, Tentative Parcel
Map No. 404 and Tentative Parcel Map for
APN 033-460-08**

(SCH No. 2013121062, Adopted December 9, 2014)

County of Inyo Planning Department

October 2018

**ADDENDUM NO. 3 TO THE MITIGATED NEGATIVE DECLARATION PREPARED
FOR**

**Munro Valley Solar, LLC—General Plan Amendment No. 2013-01, Zone Reclassification
No. 2013-01, Renewable Energy Development Agreement No. 2013-01, Tentative Parcel
Map No. 404 and Tentative Parcel Map for
APN 033-460-08**

(SCH No. 2013121062, Adopted December 9, 2014)

County of Inyo Planning Department

October 2018

BACKGROUND

Munro Valley Solar, LLC submitted applications to the County of Inyo ("County") for a renewable energy permit (REP) and related applications for other permits and actions necessary to construct and operate a 4.0 megawatt solar photovoltaic generating facility over two separate privately owned parcels located in Olancho, California. The County prepared an Initial Study and Draft Mitigated Negative Declaration ("MND") for the project pursuant to the California Environmental Quality Act ("CEQA").

Regarding the potential impact of the project on biological resources, the Initial Study found that with the incorporation of mitigation the project would not result in potentially significant effects. The Initial Study described mitigation for Mohave Ground Squirrel (MGS) that would be implemented as follows:

A biological study was conducted for the project and observed no sensitive plant or animal species at the project site; however, the project site presents appropriate habitat for the Mojave Ground Squirrel.... To mitigate any potential impacts to these species, the applicant intends to implement construction monitoring...and preserve off-site habitat at a ratio of at least 1:1. Additionally, the applicant will incorporate best management construction and operation practices to mitigate any potential impacts to wildlife.

The California Department of Fish and Wildlife (CDFW) submitted a letter dated January 9, 2014 which contained the following comment concerning the provisions of the MND that addressed mitigation measures for the MGS:

The site presents suitable habitat for...Mohave ground squirrel (MGS) (State threatened)...in addition, burrows potentially associated with MGS were observed on both parcels. The IS/MND acknowledges that take from Project implementation may occur if burrows are crushed during grading and other construction activities. CDFW does not concur with the statement that impacts to MGS...would be less than significant after implementing the proposed mitigation measures of preserving off-site habitat at a ratio of 1:1. If "take" (California Fish and Game Code Section 86 defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill") of MGS...cannot be avoided either during construction or over the life of the Project, please be advised that an Incidental Take Permit (ITP) would be warranted. Issuance of an ITP is subject to CEQA documentation; therefore, CDFW recommends that the CEQA document identify and analyze potentially significant impacts, propose measures to mitigate impacts to less than significant levels, and include a mitigation monitoring and reporting program. If the proposed Project could impact CESA-listed species, early consultation is encouraged. CDFW is available to discuss ways to avoid, minimize, and mitigate potential Project impacts....

On September 14, 2014, the Inyo County Planning Commission considered and recommended that the Inyo County Board of Supervisors adopt the MND. On November 12, 2014, the Inyo

County Board of Supervisors adopted Resolution No. 2014-54 adopting the MND and approving General Plan Amendment No. 2013-01/Munro Valley Solar, LLC. On December 9, 2014, the Board of Supervisors adopted Resolution No. 2014-58 amending Resolution No. 2014-54 to make it consistent with the Board's directions to enhance certain mitigation and include a Mitigation Monitoring Program (MMP). In the final environmental documents, the mitigation for biological resources was in part modified to indicate as follows:

The Developer shall obtain an Incidental Take Permit (ITP) for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible.

Addendum #1

In 2015, Addendum No. 1 to the MND was approved. Addendum No. 1 addressed cultural resources and, thus, is not related to Addendum No. 3.

Addendum #2

In accordance with the requirements of the Initial Study, the MND, the REP, and the mitigation for potential biological resource impacts, the applicant worked with CDFW to obtain the ITP, but CDFW proposed conditions that were unworkable, infeasible, and not proportional. According to the applicant, the measures proposed by CDFW as a condition for obtaining an ITP, for the first five years of the Project's operation, would have cost \$600,000 at a minimum, and the project applicant would not have been able to obtain permanent financing, and therefore, the project would not have been able to be built.

The applicant had originally proposed to install a wildlife friendly fence, allowing MGS to enter the site, increasing the risk that MGS could accidentally be taken during operations. In regard to Addendum #2, the applicant proposed to eliminate the use of a wildlife friendly fence and to permanently use an exclusion fence, complete pre-clearance surveys by qualified biologists to clear any MGS from the site if any existed there, provide a biological monitor during construction, and implement other measures so as to avoid take of the MGS. In addition, the applicant proposed to implement an off-site conservation easement protecting 17.90-acres of suitable habitat at a ratio of 1:1.

Addendum No. 2 was approved by the Board of Supervisors on July 28, 2015. Addendum No. 2 deleted the mitigation measure that required the project proponent to obtain an incidental take permit and added a requirement that an exclusion fence around the project be constructed. Addendum No. 2 also added 18 new mitigation measures to the MND.

NEW INFORMATION SINCE THE APPROVAL OF ADDENDUM NO. 2

As required by Addendum #2, the applicant installed the perimeter fence and the wildlife exclusion fence under the supervision of a qualified biologist. The exclusion fence was constructed of an impermeable material that has resulted in a barrier that traps drifting sand behind it. At high wind times, which are frequent in this area, the sand piles up to top of the exclusion fence in some places and could serve as a ramp for wildlife entry to the project site.

This piling up of sand also requires that the exclusion fencing be cleared of sand on a regular basis. This proves to be difficult as using a tractor would create more potential for harming wildlife that could potentially be present, as well as, damage the exclusion fencing.

The wildlife exclusion fencing was constructed to avoid 'take' of Mojave ground squirrel primarily during the construction of the project. This fencing was successful in that no 'take' occurred during construction and no Mojave ground squirrels have been detected at the project site. The site is now fully built and operational. Very little activity occurs at the site presently and this is not predicted to change over the life of the project. These activities include washing the panels and regular equipment maintenance. The level of risk to potential wildlife from these activities is very low. After several years of operation at the project site, it has been found that the wildlife exclusion fencing is now providing a potential entry for special status wildlife species including Mojave ground squirrel by sand build up along the exclusion fencing and reaching the height limit. Also, sand removal could be highly detrimental to any special status wildlife species potentially found on or near the sand pileups.

LEGAL AND FACTUAL BASIS FOR SUBSTITUTION OF MITIGATION MEASURES

As found by the appellate court in *Napa Citizens for Honest Government v. Napa County Board of Supervisors* (2001) 91 Cal. App. 4th 342, an agency may substitute mitigation measures, but must provide a legitimate reason why the measure is impractical or unworkable and support that reason with substantial evidence. The applicant has submitted substantial evidence indicating that the exclusion fencing mitigation measure from the adopted MND Addendum #2 is impractical and unworkable. The applicant proposes to delete the mitigation measure requiring the exclusion fencing for MGS that was added by Addendum No. 2 and to add 21 new mitigation measures that are designed to avoid take and provide for appropriate treatment of MGS during construction and operation. Therefore, it is appropriate to add the proposed 21 new mitigation measures and to delete the mitigation measure requiring the project proponent obtain an incidental take permit. Consequently, the following mitigation measures contained in Addendum No. 2 are modified as follows (deletions are shown by ~~strikeout~~ and additions are underlined):

A. General Avoidance and Minimization Measures

~~Exclusion fencing will be installed around the entirety of the East and West sites before the start of ground disturbing activities to exclude special status animals, including Mohave ground squirrel (MGS), from the Project Site. The exclusion fence would be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. The fence would be designed to prevent passage of special status reptiles and mammals through the fence. The fence will be buried at least 12 inches below grade. All fence construction will be monitored by a qualified biologist to ensure that no animals are harmed. Following installation, the fence will be inspected monthly and after all major rainfall events. Any damage to the fence will be repaired immediately.~~

1. A biological monitor will be present during construction of the Project. The monitor will be responsible for ensuring that impacts on the MGS are avoided to the fullest extent possible. To assist the biological monitor, Project work areas will be clearly demarcated on Project plan sets, and the allowed work limits will be staked in the field, to prevent construction personnel from causing impacts to areas outside of work limits.
2. The biologist(s) will be given the authority to stop any work that would result in the take of MGS. If the biologist(s) exercises this authority, the California Department of Fish and Wildlife (CDFW) will be notified by telephone and electronic mail within one working day.
3. When monitoring is required on the Project Site, the biological monitor will inspect areas under vehicles and equipment, in and around stockpiled materials, and any other locations where listed species could take refuge to ensure that individuals of any such species are relocated out of harm's way (by a Qualified biologist approved to handle the species) before construction activities begin for the day.
4. If at any time a MGS is discovered in the construction area by the biological monitor or anyone else (including during preconstruction surveys), the protocol outlined below will be followed:
 - a. All work that could result in direct injury, disturbance, or harassment of the individual animal will immediately cease.
 - b. The foreman and biological monitor will be immediately notified.
 - c. The biological monitor will allow the animal to disperse on its own outside the construction area. The animal will be monitored until it is determined that the animal is not immediately imperiled by predators or other dangers.
 - d. The biological monitor will document each event in which construction activities are affected by the presence of listed species and the outcome of the interaction on the individual animal.
5. Vehicles and equipment will be parked on existing roads and previously disturbed areas to the extent practicable.
6. Speed limit signs restricting the speed limit to 15 miles per hour (mph) will be installed before site disturbance or construction begins. To minimize disturbance of areas outside the construction zone, all Project-related vehicle traffic will be restricted to established roads, construction areas, and other designated areas. To the extent possible, these areas will be established in locations disturbed by previous activities to prevent further impacts. Also, these areas will be included in preconstruction surveys. Off-road traffic outside of designated traffic areas will be prohibited.
7. Measures will be implemented to suppress dust during all construction activities, as needed through the use of water trucks, 15 mph speed limits, and installation of an aggregate base on all roads.

8. No firearms will be allowed on the Project Site, unless otherwise approved for security personnel or permitted by law.
9. To prevent harassment or mortality of MGS by domestic dogs or cats (*Felis domesticus*), pets will not be permitted to enter the Project Site. Trained scent detection dogs used for environmental compliance monitoring are not considered pets.
10. All food-related trash items, including wrappers, cans, bottles, and food scraps, will be disposed of in tightly covered and secured trash containers, the contents of which will be removed from the Project Site on a regular basis. Food items may attract ravens, coyotes, and domestic dogs, consequently exposing special-status animals to increased risk of predation. No deliberate feeding of wildlife will be allowed.
11. Chemicals, fuels, lubricants, and biocides will be used only in compliance with all local, State, and federal regulations, to minimize the possibility of contaminating habitat or poisoning predators directly or indirectly. Users of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and State and federal legislation.
12. No rodenticides will be used on the Project Site, to avoid the potential for poisoning MGS and indirectly poisoning native predators and scavengers.
13. No pest rodent trapping (live or lethal) will be permitted on the Project Site, unless conducted by a qualified, CDFW-approved biologist.
14. A Worker Environmental Awareness Program (WEAP) will be presented to Project personnel by a qualified biologist(s) engaged by the Project Applicant. This program will consist of either a video presentation or a "tailgate" training session for all personnel who work on aspects of the Project that occur in or near natural habitats on the Project Site. Printed training materials and briefings will include a discussion of the MGS. Information will cover basic species biology, general behavior, local distribution, sensitivity to human activities, and legal protection, as well as the penalties for violating State or federal laws, impact avoidance methods, reporting requirements, and the contact information for the person to be notified if sensitive species are discovered on the Project Site. Also, maps showing the locations of special-status wildlife or other construction limitations will be provided to the biological monitors and construction crews before construction activities begin. As part of the training, contractors and heavy equipment operators will be provided with literature and photographs or illustrations of the MGS so they will be able to identify and avoid harming them during construction.
15. Information about the ban on rodenticides and pest rodent traps, and their potential effects on sensitive wildlife species in the region, will be provided to workers in the

WEAP. A copy of the WEAP will be posted in the office trailer, or other worker meeting place on the Project Site.

16. The biological monitor will maintain a construction-monitoring notebook on site throughout the construction period. The notebook will include this report and attachments, and a list of signatures of all personnel who have successfully completed the WEAP.
17. All steep-walled holes or trenches deeper than six inches will be covered at the close of each working day using plywood or similar materials, or provided with one or more escape ramps constructed of dirt fill or wooden planks. Excavations will also be inspected for trapped special-status animals each morning before construction activities begin and immediately before the excavation is covered at the end of each working day. Before such holes or trenches are filled, they will be thoroughly inspected for trapped special-status animals or other wildlife. Any individuals discovered will be allowed to escape before construction or other Project activities resume.
18. Qualified biologists approved to handle MGS will conduct a preconstruction biological clearance survey in all activity areas to minimize impacts on special-status plants or wildlife species. Clearance surveys would provide 100% coverage of the Project Site, with a focus on locating all MGS above and below ground. This survey would be performed within the array fence alignment immediately prior to installation of the exclusion fence at the East and West sites and along the road right-of-way, plus a 30-foot buffer of the ground disturbance area. Following exclusion fence construction, the two fenced Arrays would be surveyed for MGS to ensure that the site is not occupied. Clearance surveys would consist of at least two consecutive surveys performed by walking transects less than or equal to 15 feet. In areas of dense vegetation or when conditions limit the ability to locate MGS, transects would be reduced in width accordingly. The use of specialized equipment (e.g., fiber optics, remotely operated cameras) may be necessary to thoroughly inspect all potential burrows.
19. If a MGS is occupying the burrow it shall be allowed to escape out of harm's way. If the individual does not relocate on its own, all activities within 200 feet of the burrow shall cease and CDFW consulted to ensure take is avoided.
20. Access to the project sites is restricted to emergency personnel and O&M staff members.
21. No deliberate feeding of wildlife is allowed.
22. All herbicide application will be implemented by a California-licensed Licensed Qualified Applicator.

23. All herbicide application will be conducted pursuant to written recommendations prepared by a California- licensed Pest Control Advisor and according the Project herbicide application manual.
24. Herbicides will not be applied during or within 72 hours of a recent or predicted rain event.
25. Herbicides will not be applied during conditions where herbicide drift is likely. In general, herbicide application when wind speeds exceed 10 mph will be avoided.
26. The use of herbicides will be avoided in areas where sensitive wildlife could be negatively affected, such as on small mammal burrows.
27. If a transformer is suspected of leaking, or before work that may result in oil spillage or leakage begins, the transformer will be enclosed with an impermeable exclusion barrier so the transformer oil is not available for ingestion by Mohave ground squirrels or other wildlife.
28. Spill kits will be readily available to clean up any spilled fuel or other contaminants.
29. Any hazardous materials stored on the project site during project activities will be the minimum necessary for that activity and will be stored in contained areas that preclude exposure to wildlife.
30. In the event of a fuel or hazardous waste leak or spill, work will immediately stop and, following pertinent state and federal statutes and regulations, repair and cleanup will be performed by qualified individuals at the time of occurrence or as soon as it is safe to do so.
31. Workers will visually inspect under vehicles and equipment for Mohave ground squirrels and other wildlife every time a vehicle or equipment is moved. If a Mohave ground squirrel is present, the worker will wait for the individual to move on its own to a safe location. Any type of harassment to encourage the animal to leave, such as throwing objects or yelling, is strictly prohibited.
32. If a Mohave ground squirrel is encountered on site, whether near a burrow or not, work must stop within 200 feet of individual until the individual has left the area on its own accord. Project personnel must not approach the individual.
33. If Mohave ground squirrels are observed in the vicinity of a work area, burrows within 200 feet of the observation and with the potential to be occupied by Mohave ground squirrels should be avoided to the maximum extent practical. If the burrow entrance cannot be avoided by a vehicle or equipment, a 4- x 8- foot sheet of 1-inch material or a stronger board will be placed over the burrow entrance

to allow the O&M activity to be conducted, but the board must be removed after 30 minutes or following completion of the task, whichever is shorter.

34. Project personnel will not knowingly drive or park vehicles or equipment directly over Mohave ground squirrel burrows.
35. During daily pedestrian activities, such as walking in an array to inspect the condition of equipment or to wash panels, project personnel may walk and work around burrows. The burrow entrances will not be stepped on and will be avoided to prevent damage to the entrance or causing the entrance to become plugged.
36. Notify a qualified biologist if any Mohave ground squirrels are observed within the Project site. The qualified biologist shall discuss the effectiveness of avoidance measures with CDFW and any need to make further refinements to conservation measures to avoid take.
37. Clearing of vegetation and grading shall be minimized and the footprint of disturbed ground will be limited to the smallest area practicable.
38. All project work areas shall be clearly flagged or similarly marked at the outer boundaries to define the limit of work activities. All workers shall restrict their activities and vehicles to areas that have been flagged to eliminate adverse impacts to Mohave ground squirrel and its habitat. All workers shall be instructed that their activities are restricted to flagged and cleared areas.
39. To the maximum extent possible, activities will be scheduled within the active, above-ground period that generally extends from February through July, so that individuals can be detected during pre-activity surveys.
40. No more than 30 days prior to the start of any ground-disturbing or vegetation-disturbing O&M activity, a qualified biologist will complete a survey of the work area to identify the presence of suitable burrows that may be affected by the proposed O&M activity, the potential for take, and the need for any additional avoidance measure to ensure take is avoided.
41. A biological monitor shall be present in each area of active surface disturbance throughout the work day during the duration of the ground-disturbing or vegetation-disturbing O&M activity. If any Mohave ground squirrels are observed within the work area, the O&M activities shall cease and the qualified biologist shall discuss the effectiveness of avoidance measures with CDFW and any need to make further refinements to conservation measures to avoid take.

B. MGS Avoidance and Minimization Measures and Compensatory Mitigation Measure

1. Preconstruction surveys for MGS will be conducted at most 48 hours before construction that occurs between February 15 and November 15, and at most two weeks before construction that occurs between November 16 and February 14. Following confirmation that burrows are unoccupied, all potential MGS burrows in the construction zone will be excavated by a qualified biologist at the time of the survey.
2. Because MGS are attracted to cavities and dens, these animals could enter objects such as pipes and become trapped, or could be injured when the pipes are moved. Therefore, all construction pipes, culverts, or similar structures stored overnight at the Project Site for one or more nights will be either securely capped before storage or thoroughly inspected by the biological monitor for these animals before the pipe is subsequently moved, buried, capped, or otherwise used. If a MGS discovered inside a pipe by the biological monitor or anyone else, that section of pipe will not be moved until CDFW has been consulted.
3. To mitigate Project impacts on potential habitat, the Project Applicant will either (1) pay into an existing mitigation bank, benefiting MGS or (2) acquire 17.90 ac of habitat of equal or better quality than the affected habitat (a ratio of 1:1 [1.0 ac of offsite habitat preserved for each acre of suitable habitat affected by the Project within the West Site and distribution line corridor]). If option 2 is pursued, a conservation land proposal will be submitted to Inyo County for consultation with CDFW and the County's approval. A conservation easement will be established for the land. If option 1 is pursued, the Project Applicant may pay into a MGS habitat mitigation bank for compensation at a ratio of 1:1. Selected conservation lands will be relatively flat, with perennial plant cover ranging from 10 to 20% (Zembal and Gall 1980), and will support several plant species necessary for MGS survival, such as herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobrush (Best 1995). Land selected for the conservation easement must be habitat of equal or better quality than the affected habitat.

C. Reporting Requirements

Within 2 months following completion of the estimated four-month construction period, the Project Applicant will provide Inyo County and CDFW with a construction status report that will include, at a minimum, a general description of the status of the Project Site, a description of the status of avoidance and minimization measures; an assessment of the effectiveness of the avoidance and minimization measures; and a summary of preconstruction survey results.

LEGAL AND FACTUAL BASIS FOR DECISION TO PREPARE AN ADDENDUM AND NOT A SUBSEQUENT MND OR EIR

The County is the CEQA lead agency and was responsible for preparing the MND. Therefore, the County is the appropriate agency to evaluate the potential environmental effects of the new information provided by the H.T. Harvey Associates Study.

The CEQA Guidelines specifically allow the preparation of an addendum to a negative declaration. CEQA Guidelines §15164(b) provides as follows:

An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

With respect to the evaluation of new information in to determine whether a subsequent EIR (or other CEQA document) should be prepared, CEQA Guidelines §15162(a) states:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or

more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The deletion of the mitigation measure requiring the exclusion fencing for MGS that was added by Addendum No. 2 and the addition of 21 new mitigation measures that are designed to avoid take and to provide for appropriate treatment of MGS during construction and operation will fully mitigate all impacts to state-listed species as a result of the Project. This conclusion is consistent with the adopted MND. No substantial changes to the project are proposed that would increase severity of previously identified significant effects, and no significant changes to the setting have occurred. The new information provided to substitute the mitigation measures does not involve significant new environmental effects or project an increase in the severity of potential effects. Therefore, adoption of this Addendum is adequate to comply with CEQA.

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Inyo County Planning Department
PO Drawer L, 168 North Edwards
Independence, CA 93526

**AMENDMENT NO. 3 TO AGREEMENT SETTING FORTH THE TERMS OF
RENEWABLE ENERGY DEVELOPMENT PERMIT**

**ISSUED BY THE COUNTY OF INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS
SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITY IN OLANCHA
(ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)**

RECORDED BY THE INYO COUNTY RECORDER'S OFFICE [DATE]

The Parties hereto, having read and considered the above provisions, indicate their agreement by their authorized signatures below,

Date: _____ **COUNTY OF INYO**
By: _____
Dan Totheroh, Chair Person, Inyo County Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Inyo

On _____ before me, (_____),
personally appeared _____ who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**AMENDMENT NUMBER 3 TO THE AGREEMENT SETTING FORTH THE TERMS
OF RENEWABLE ENERGY DEVELOPMENT PERMIT**

**RENEWABLE ENERGY DEVELOPMENT PERMIT ISSUED BY THE COUNTY OF
INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS SOLAR PHOTOVOLTAIC
ELECTRIC GENERATING FACILITY IN OLANCHA
(ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)**

I. RECITALS

A. On September 24, 2014, the Inyo County Planning Commission conditionally approved Renewable Energy Permit #2013-01/Munro Valley Solar, LLC. (“Renewable Energy Permit”).

B. Section 8.7 of the Renewable Energy Permit provided:

8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process. If evidence of Desert Kit Fox is found on the site prior to or during construction, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of CDFW. DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible. DEVELOPER shall be responsible for hiring consultant biologists to survey and submit to CDFW any needed biological surveys, including ongoing monitoring during the period of February 15th through September 15th during construction of the project of nesting birds and ongoing monitoring of impacts to migrating birds during construction and operation of the project.

C. Following the approval of the Renewable Energy Permit, DEVELOPER worked with CDFW to obtain an Incidental Take Permit. DEVELOPER stated that the measures proposed by CDFW as part of the Incidental Take Permit were unworkable and impractical and would make the obtaining of financing for the Project difficult, if not impossible.

D. DEVELOPER requested Amendment 1 to the Renewal Energy Permit which modified section 8.7 of the Renewable Energy Permit to the delete the requirement that the DEVELOPER obtain an Incidental Take Permit from CDFW and added 18 new mitigation measures.

E. On July 28, 2015, Amendment No. 1 to the Renewable Energy Permit was approved. Amendment No. 1 amended Section 8.7 of the permit by deleting the requirement that DEVELOPER obtain an incidental take permit and by adding a requirement that exclusion fencing be installed around the entirety of the two project sites. Following

the approval of Amendment 1, DEVELOPER constructed the required wild life exclusion fence..

- F. DEVELOPER requested that section 8.7 of the Renewable Energy Permit as modified by Amendment 1 be modified to delete the requirement that DEVELOPER maintain the wild life exclusion fence and has proposed that 21 new measures that are designed to avoid take and to provide for appropriate treatment of MGS during construction and operation of the project.

II. AMENDMENT OF RENEWABLE ENERGY PERMIT

1. Section 8.7 of the Renewable Energy Permit Attachment 1 (A)(1) is amended to read as follows (deletions are shown by ~~strikeout~~ and additions are underlined):

A. General Avoidance and Minimization Measures

~~Exclusion fencing will be installed around the entirety of the East and West sites before the start of ground disturbing activities to exclude special status animals, including Mohave ground squirrel (MGS), from the Project Site. The exclusion fence would be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. The fence would be designed to prevent passage of special status reptiles and mammals through the fence. The fence will be buried at least 12 inches below grade. All fence construction will be monitored by a qualified biologist to ensure that no animals are harmed. Following installation, the fence will be inspected monthly and after all major rainfall events. Any damage to the fence will be repaired immediately.~~

1. A biological monitor will be present during construction of the Project. The monitor will be responsible for ensuring that impacts on the MGS are avoided to the fullest extent possible. To assist the biological monitor, Project work areas will be clearly demarcated on Project plan sets, and the allowed work limits will be staked in the field, to prevent construction personnel from causing impacts to areas outside of work limits.
2. The biologist(s) will be given the authority to stop any work that would result in the take of MGS. If the biologist(s) exercises this authority, the California Department of Fish and Wildlife (CDFW) will be notified by telephone and electronic mail within one working day.
3. When monitoring is required on the Project Site, the biological monitor will inspect areas under vehicles and equipment, in and around stockpiled materials, and any other locations where listed species could take refuge to ensure that individuals of any such species are relocated out of harm's way (by a Qualified biologist approved to handle the species) before construction activities begin for the day.

4. If at any time a MGS is discovered in the construction area by the biological monitor or anyone else (including during preconstruction surveys), the protocol outlined below will be followed:
 - a. All work that could result in direct injury, disturbance, or harassment of the individual animal will immediately cease.
 - b. The foreman and biological monitor will be immediately notified.
 - c. The biological monitor will allow the animal to disperse on its own outside the construction area. The animal will be monitored until it is determined that the animal is not immediately imperiled by predators or other dangers.
 - d. The biological monitor will document each event in which construction activities are affected by the presence of listed species and the outcome of the interaction on the individual animal.
5. Vehicles and equipment will be parked on existing roads and previously disturbed areas to the extent practicable.
6. Speed limit signs restricting the speed limit to 15 miles per hour (mph) will be installed before site disturbance or construction begins. To minimize disturbance of areas outside the construction zone, all Project-related vehicle traffic will be restricted to established roads, construction areas, and other designated areas. To the extent possible, these areas will be established in locations disturbed by previous activities to prevent further impacts. Also, these areas will be included in preconstruction surveys. Off-road traffic outside of designated traffic areas will be prohibited.
7. Measures will be implemented to suppress dust during all construction activities, as needed through the use of water trucks, 15 mph speed limits, and installation of an aggregate base on all roads.
8. No firearms will be allowed on the Project Site, unless otherwise approved for security personnel or permitted by law.
9. To prevent harassment or mortality of MGS by domestic dogs or cats (*Felis domesticus*), pets will not be permitted to enter the Project Site. Trained scent detection dogs used for environmental compliance monitoring are not considered pets.
10. All food-related trash items, including wrappers, cans, bottles, and food scraps, will be disposed of in tightly covered and secured trash containers, the contents of which will be removed from the Project Site on a regular basis. Food items may attract ravens, coyotes, and domestic dogs, consequently exposing special-status animals to increased risk of predation. No deliberate feeding of wildlife will be allowed.
11. Chemicals, fuels, lubricants, and biocides will be used only in compliance with all local, State, and federal regulations, to minimize the possibility of contaminating habitat or poisoning predators directly or indirectly. Users of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection

Agency, California Department of Food and Agriculture, and State and federal legislation.

12. No rodenticides will be used on the Project Site, to avoid the potential for poisoning MGS and indirectly poisoning native predators and scavengers.
13. No pest rodent trapping (live or lethal) will be permitted on the Project Site, unless conducted by a qualified, CDFW-approved biologist.
14. A Worker Environmental Awareness Program (WEAP) will be presented to Project personnel by a qualified biologist(s) engaged by the Project Applicant. This program will consist of either a video presentation or a "tailgate" training session for all personnel who work on aspects of the Project that occur in or near natural habitats on the Project Site. Printed training materials and briefings will include a discussion of the MGS. Information will cover basic species biology, general behavior, local distribution, sensitivity to human activities, and legal protection, as well as the penalties for violating State or federal laws, impact avoidance methods, reporting requirements, and the contact information for the person to be notified if sensitive species are discovered on the Project Site. Also, maps showing the locations of special-status wildlife or other construction limitations will be provided to the biological monitors and construction crews before construction activities begin. As part of the training, contractors and heavy equipment operators will be provided with literature and photographs or illustrations of the MGS so they will be able to identify and avoid harming them during construction.
15. Information about the ban on rodenticides and pest rodent traps, and their potential effects on sensitive wildlife species in the region, will be provided to workers in the WEAP. A copy of the WEAP will be posted in the office trailer, or other worker meeting place on the Project Site.
16. The biological monitor will maintain a construction-monitoring notebook on site throughout the construction period. The notebook will include this report and attachments, and a list of signatures of all personnel who have successfully completed the WEAP.
17. All steep-walled holes or trenches deeper than six inches will be covered at the close of each working day using plywood or similar materials, or provided with one or more escape ramps constructed of dirt fill or wooden planks. Excavations will also be inspected for trapped special-status animals each morning before construction activities begin and immediately before the excavation is covered at the end of each working day. Before such holes or trenches are filled, they will be thoroughly inspected for trapped special-status animals or other wildlife. Any individuals discovered will be allowed to escape before construction or other Project activities resume.

18. Qualified biologists approved to handle MGS will conduct a preconstruction biological clearance survey in all activity areas to minimize impacts on special-status plants or wildlife species. Clearance surveys would provide 100% coverage of the Project Site, with a focus on locating all MGS above and below ground. This survey would be performed within the array fence alignment immediately prior to installation of the exclusion fence at the East and West sites and along the road right-of-way, plus a 30-foot buffer of the ground disturbance area. Following exclusion fence construction, the two fenced Arrays would be surveyed for MGS to ensure that the site is not occupied. Clearance surveys would consist of at least two consecutive surveys performed by walking transects less than or equal to 15 feet. In areas of dense vegetation or when conditions limit the ability to locate MGS, transects would be reduced in width accordingly. The use of specialized equipment (e.g., fiber optics, remotely operated cameras) may be necessary to thoroughly inspect all potential burrows.
19. If a MGS is occupying the burrow it shall be allowed to escape out of harm's way. If the individual does not relocate on its own, all activities within 200 feet of the burrow shall cease and CDFW consulted to ensure take is avoided.
20. Access to the project sites is restricted to emergency personnel and O&M staff members.
21. No deliberate feeding of wildlife is allowed.
22. All herbicide application will be implemented by a California-licensed Licensed Qualified Applicator.
23. All herbicide application will be conducted pursuant to written recommendations prepared by a California- licensed Pest Control Advisor and according the Project herbicide application manual.
24. Herbicides will not be applied during or within 72 hours of a recent or predicted rain event.
25. Herbicides will not be applied during conditions where herbicide drift is likely. In general, herbicide application when wind speeds exceed 10 mph will be avoided.
26. The use of herbicides will be avoided in areas where sensitive wildlife could be negatively affected, such as on small mammal burrows,
27. If a transformer is suspected of leaking, or before work that may result in oil spillage or leakage begins, the transformer will be enclosed with an impermeable exclusion barrier so the transformer oil is not available for ingestion by Mohave ground squirrels or other wildlife.

28. Spill kits will be readily available to clean up any spilled fuel or other contaminants.
29. Any hazardous materials stored on the project site during project activities will be the minimum necessary for that activity and will be stored in contained areas that preclude exposure to wildlife.
30. In the event of a fuel or hazardous waste leak or spill, work will immediately stop and, following pertinent state and federal statutes and regulations, repair and cleanup will be performed by qualified individuals at the time of occurrence or as soon as it is safe to do so.
31. Workers will visually inspect under vehicles and equipment for Mohave ground squirrels and other wildlife every time a vehicle or equipment is moved. If a Mohave ground squirrel is present, the worker will wait for the individual to move on its own to a safe location. Any type of harassment to encourage the animal to leave, such as throwing objects or yelling, is strictly prohibited.
32. If a Mohave ground squirrel is encountered on site, whether near a burrow or not, work must stop within 200 feet of individual until the individual has left the area on its own accord. Project personnel must not approach the individual.
33. If Mohave ground squirrels are observed in the vicinity of a work area, burrows within 200 feet of the observation and with the potential to be occupied by Mohave ground squirrels should be avoided to the maximum extent practical. If the burrow entrance cannot be avoided by a vehicle or equipment, a 4- x 8- foot sheet of 1-inch material or a stronger board will be placed over the burrow entrance to allow the O&M activity to be conducted, but the board must be removed after 30 minutes or following completion of the task, whichever is shorter.
34. Project personnel will not knowingly drive or park vehicles or equipment directly over Mohave ground squirrel burrows.
35. During daily pedestrian activities, such as walking in an array to inspect the condition of equipment or to wash panels, project personnel may walk and work around burrows. The burrow entrances will not be stepped on and will be avoided to prevent damage to the entrance or causing the entrance to become plugged.
36. Notify a qualified biologist if any Mohave ground squirrels are observed within the Project site. The qualified biologist shall discuss the effectiveness of avoidance measures with CDFW and any need to make further refinements to conservation measures to avoid take.
37. Clearing of vegetation and grading shall be minimized and the footprint of disturbed ground will be limited to the smallest area practicable.

38. All project work areas shall be clearly flagged or similarly marked at the outer boundaries to define the limit of work activities. All workers shall restrict their activities and vehicles to areas that have been flagged to eliminate adverse impacts to Mohave ground squirrel and its habitat. All workers shall be instructed that their activities are restricted to flagged and cleared areas.
39. To the maximum extent possible, activities will be scheduled within the active, above-ground period that generally extends from February through July, so that individuals can be detected during pre-activity surveys.
40. No more than 30 days prior to the start of any ground-disturbing or vegetation-disturbing O&M activity, a qualified biologist will complete a survey of the work area to identify the presence of suitable burrows that may be affected by the proposed O&M activity, the potential for take, and the need for any additional avoidance measure to ensure take is avoided.
41. A biological monitor shall be present in each area of active surface disturbance throughout the work day during the duration of the ground-disturbing or vegetation-disturbing O&M activity. If any Mohave ground squirrels are observed within the work area, the O&M activities shall cease and the qualified biologist shall discuss the effectiveness of avoidance measures with CDFW and any need to make further refinements to conservation measures to avoid take.

B. MGS Avoidance and Minimization Measures and Compensatory Mitigation Measure

1. Preconstruction surveys for MGS will be conducted at most 48 hours before construction that occurs between February 15 and November 15, and at most two weeks before construction that occurs between November 16 and February 14. Following confirmation that burrows are unoccupied, all potential MGS burrows in the construction zone will be excavated by a qualified biologist at the time of the survey.
2. Because MGS are attracted to cavities and dens, these animals could enter objects such as pipes and become trapped, or could be injured when the pipes are moved. Therefore, all construction pipes, culverts, or similar structures stored overnight at the Project Site for one or more nights will be either securely capped before storage or thoroughly inspected by the biological monitor for these animals before the pipe is subsequently moved, buried, capped, or otherwise used. If a MGS discovered inside a pipe by the biological monitor or anyone else, that section of pipe will not be moved until CDFW has been consulted.
3. To mitigate Project impacts on potential habitat, the Project Applicant will either (1) pay into an existing mitigation bank, benefiting MGS or (2) acquire 17.90 ac of habitat of equal or better quality than the affected habitat (a ratio of 1:1 [1.0 ac of

offsite habitat preserved for each acre of suitable habitat affected by the Project within the West Site and distribution line corridor]). If option 2 is pursued, a conservation land proposal will be submitted to Inyo County for consultation with CDFW and the County's approval. A conservation easement will be established for the land. If option 1 is pursued, the Project Applicant may pay into a MGS habitat mitigation bank for compensation at a ratio of 1:1. Selected conservation lands will be relatively flat, with perennial plant cover ranging from 10 to 20% (Zembal and Gall 1980), and will support several plant species necessary for MGS survival, such as herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobush (Best 1995). Land selected for the conservation easement must be habitat of equal or better quality than the affected habitat.

C. Reporting Requirements

Within 2 months following completion of the estimated four-month construction period, the Project Applicant will provide Inyo County and CDFW with a construction status report that will include, at a minimum, a general description of the status of the Project Site, a description of the status of avoidance and minimization measures; an assessment of the effectiveness of the avoidance and minimization measures; and a summary of preconstruction survey results.

1. :
2. No other term, provision or condition of the Renewable Energy Permit is modified by this amendment of Section 8.7 of the Permit.

The Parties hereto, having read and considered the above provisions, indicate their agreement by their author.

APPLICANT/ OWNER (DEVELOPER)

Corporations Code section 17157 requires that contracts with a Limited Liability Company (LLC) shall be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Applicant/Owner

Date: _____ By _____
TITLE _____

Date: _____ By _____
TITLE _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Inyo

On _____ before me, (_____),
personally
appeared _____ who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

24

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: July 28, 2015

SUBJECT: APPROVAL OF ADDENDUM NO. 2 TO THE MITIGATED NEGATIVE DECLARATION--MUNRO VALLEY SOLAR, LLC—GENERAL PLAN AMENDMENT NO. 2013-01, ZONE RECLASSIFICATION NO. 2013-01, RENEWABLE ENERGY DEVELOPMENT AGREEMENT NO. 2013-01, TENTATIVE PARCEL MAP NO. 404 AND TENTATIVE PARCEL MAP FOR APN 033-460-08; APPROVAL OF MODIFIED MITIGATION MONITORING PROGRAM WHICH INCLUDES SUBSTITUTE BIOLOGICAL MITIGATION MEASURES; AND APPROVAL OF MODIFIED RENEWABLE ENERGY PERMIT 2013-01 WHICH INCORPORATES SUBSTITUTE BIOLOGICAL MITIGATION MEASURES.

DEPARTMENTAL RECOMMENDATION: Approve Addendum No. 2 to the Mitigated Negative Declaration (Attachment 1 hereto), and direct the Planning Department to file an appropriate Notice of Determination. Approve a modified Mitigation Monitoring Program. Approve modification of Renewable Energy Permit 2013-01.

SUMMARY DISCUSSION: Munro Valley Solar, LLC submitted applications to the County of Inyo ("County") for a renewable energy permit (REP) and related applications for other permits and/or actions necessary to construct and operate a 4.0 megawatt solar photovoltaic generating facility over two separate privately owned parcels located in Olancho, California. The County prepared an Initial Study and Draft Mitigated Negative Declaration ("MND") for the project pursuant to the California Environmental Quality Act ("CEQA"). The County approved the project, including the REP and a Mitigation Monitoring Program (MMP) in late 2014.¹

Regarding the potential impact of the project on biological resources, the Initial Study found that with the incorporation of mitigation the project would not result in potentially significant effects. The Initial Study described mitigation for Mohave Ground Squirrel (MGS) that would be implemented as follows:

A biological study was conducted for the project and observed no sensitive plant or animal species at the project site; however, the project site presents appropriate habitat for the Mojave Ground Squirrel (MGS)... To mitigate any potential impacts to these species, the applicant intends to implement construction monitoring...and preserve off-site habitat at a ratio of at least 1:1. Additionally, the applicant will incorporate best management construction and operation practices to mitigate any potential impacts to wildlife.

A requirement to obtain an Incidental Take Permit was incorporated into the MMP (adopted by your Board of Supervisors on December 9th, 2014) and into the REP for the project in response to the California Department of Fish and Wildlife (CDFW) comment letter on the Initial Study received by the Planning Department, dated January 9th, 2014.

¹ Refer to <http://inyoplanning.org/projects/MunroValley/Index.htm> for more information regarding the project.

In accordance with the requirements of the Initial Study, the MND, the REP, and the mitigation for potential biological resource impacts, the applicant indicates that it has been working with CDFW to obtain the ITP, but that CDFW has proposed conditions that are unworkable, infeasible, and not proportional. According to the applicant, the measures proposed by CDFW as a condition of obtaining an ITP for the first five years of the Project's operation would be a minimum of almost \$600,000, and the project would not be able to obtain permanent financing and would not be able to be built (refer to Attachment 2 to Addendum No. 2 to the MND). The applicant reports that CDFW has informed the applicant that there is no legal requirement that the applicant obtain an ITP from CDFW.

The applicant originally proposed to install a wildlife friendly fence, allowing MGS to enter the site, thus increasing the risk that a MGS could be accidentally taken during operations. Amongst the new mitigation measures proposed by the applicant is the elimination of the use of a wildlife friendly fence and substitution of a permanent, exclusion fence, the completion of pre-clearance surveys by qualified biologists to clear any MGS from the site if any exist there, and a requirement that a biological monitor be present during project construction. In addition, the applicant proposes to implement an off-site conservation easement protecting 17.90 acres of suitable habitat at a ratio of 1:1.

The applicant has caused to be prepared a report by H.T. Harvey Associates dated July 2015 (refer to Attachment 1 of Addendum No. 2 to the MND) to evaluate these actions, which found that given the "...low habitat suitability within the East Site, absence of captures within the West Site during trapping, and implementation of avoidance and minimization measures, incidental take of individual Mohave ground squirrels should be avoided during the life of the Project." In regard to the Applicant's proposed substitute mitigation measures, the report concluded the following: "*The Project's conservation strategy will fully mitigate all impacts to state-listed species as a result of the Project....Implementation of avoidance and minimization measures ... during the construction and operation of the facility, including the construction of the exclusion fence, should avoid take of Mohave ground squirrels.*"

The applicant is requesting your Board to approve Amendment 1 to the REP (Attachment 3 hereto) which deletes the ITP requirement and includes new mitigation measures in place of the ITP. Also, the applicant is requesting your Board to approve a modified Mitigation Monitoring Program which deletes the ITP requirement and includes new mitigation measures in place of the ITP. Addendum No. 2 to the MND discusses the new mitigation measures that are proposed to replace the requirement that the applicant obtain an ITP from CDFW and addresses the environmental impacts of the deletion of the ITP requirement and of the new mitigation measures which would be substituted for the ITP requirement.

ALTERNATIVES: The Board could not approve the modifications to the mitigation measures; the applicant has indicated that the ITP requirements being imposed by CDFW render the project infeasible, and thus, this alternative could result in the project not being realized. The Board could also modify the proposed changes to the mitigation measures; if the Board so wishes, additional expert input may be necessary.

OTHER AGENCY INVOLVEMENT: The California Department of Fish and Wildlife.

FINANCING: N/A

APPROVALS

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</p> <p><i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/23/15</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>
<p>PERSONNEL DIRECTOR:</p>	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

John M. West _____ Date: 7/23/15

Attachments:

- 1) Addendum No. 2 to the Mitigated Negative Declaration for Munro Valley Solar, LLC—General Plan Amendment No. 2013-01, Zone Reclassification No. 2013-01, Renewable Energy Development Agreement No. 2013-01, Tentative Parcel Map No. 404 and Tentative Parcel Map for APN 033-460-08
- 2) Modified Mitigation Monitoring Program
- 3) Amendment Number 1 to the Renewable Energy Development Permit issued by the County of Inyo to Munro Valley Solar, LLC for its solar photovoltaic electric generating facility in Olancha

ADDENDUM NO. 2 TO THE MITIGATED NEGATIVE DECLARATION

**Munro Valley Solar, LLC—General Plan Amendment No. 2013-01, Zone
Reclassification No. 2013-01, Renewable Energy Development Agreement No.
2013-01, Tentative Parcel Map No. 404 and Tentative Parcel Map for
APN 033-460-08**

(SCH No. 2013121062, Adopted December 9, 2014)

County of Inyo Planning Department

July 2015

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**LEGAL AND FACTUAL BASIS FOR DECISION TO PREPARE AN
ADDENDUM AND NOT A SUBSEQUENT MND OR EIR.....Page 9**

BACKGROUND

Munro Valley Solar, LLC submitted applications to the County of Inyo ("County") for a renewable energy permit (REP) and related applications for other permits and/or actions necessary to construct and operate a 4.0 megawatt solar photovoltaic generating facility over two separate privately owned parcels located in Olancho, California. The County prepared an Initial Study and Draft Mitigated Negative Declaration ("MND") for the project pursuant to the California Environmental Quality Act ("CEQA").

Regarding the potential impact of the project on biological resources, the Initial Study found that with the incorporation of mitigation the project would not result in potentially significant effects. The Initial Study described mitigation for Mohave Ground Squirrel (MGS) that would be implemented as follows:

A biological study was conducted for the project and observed no sensitive plant or animal species at the project site; however, the project site presents appropriate habitat for the Mojave Ground Squirrel... To mitigate any potential impacts to these species, the applicant intends to implement construction monitoring...and preserve off-site habitat at a ratio of at least 1:1. Additionally, the applicant will incorporate best management construction and operation practices to mitigate any potential impacts to wildlife.

The California Department of Fish and Wildlife (CDFW) submitted a letter dated January 9, 2014 which contained the following comment concerning the provisions of the MND that addressed mitigation measures for the MGS:

The site presents suitable habitat for...Mohave ground squirrel (MGS) (State threatened)...in addition, burrows potentially associated with MGS were observed on both parcels. The IS/MND acknowledges that take from Project implementation may occur if burrows are crushed during grading and other construction activities. CDFW does not concur with the statement that impacts to MGS...would be less than significant after implementing the proposed mitigation measures of preserving off-site habitat at a ratio of 1:1. If "take" (California Fish and Game Code Section 86 defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill") of MGS...cannot be avoided either during construction or over the life of the Project, please be advised that an Incidental Take Permit (ITP) would be warranted. Issuance of an ITP is subject to CEQA documentation; therefore, CDFW recommends that the CEQA document identify and analyze potentially significant impacts, propose measures to mitigate impacts to less than significant levels, and include a mitigation monitoring and reporting program. If the proposed Project could impact CESA-listed species, early consultation is encouraged. CDFW is available to discuss ways to avoid, minimize, and mitigate potential Project impacts....

On September 14, 2014, the Inyo County Planning Commission conditionally approved the renewable energy permit for the project and considered and recommended that the Inyo County

Board of Supervisors adopt the MND. On November 12, 2014, the Inyo County Board of Supervisors adopted Resolution No. 2014-54 adopting the MND and approving General Plan Amendment No. 2013-01/Munro Valley Solar, LLC. On December 9, 2014, the Board of Supervisors adopted Resolution No. 2014-58 amending Resolution No. 2014-54 to make it consistent with the Board's directions to enhance certain mitigation and include a Mitigation Monitoring Program (MMP). In the final environmental documents, the mitigation for biological resources was in part modified to indicate as follows:

The Developer shall obtain an Incidental Take Permit (ITP) for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible.

The Renewable Energy Permit (REP) for the project includes the following condition:

*8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process....
DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible....*

NEW INFORMATION

In accordance with the requirements of the Initial Study, the MND, the REP, and the mitigation for potential biological resource impacts, the applicant indicates that it has been working with CDFW to obtain the ITP, but that CDFW has proposed conditions that are unworkable, infeasible, and not proportional. According to the applicant, the measures proposed by CDFW as a condition of obtaining an ITP for the first five years of the Project's operation would be a minimum of almost \$600,000, and the project would not be able to obtain permanent financing and would not be able to be built (See Attachment 1 hereto).

The applicant originally proposed to install a wildlife friendly fence, allowing MGS to enter the site, thus increasing the risk that a MGS could be accidentally taken during operations. The applicant now proposes to eliminate the use of a wildlife friendly fence and permanently use an exclusion fence, complete pre-clearance surveys by qualified biologists to clear any MGS from the site if any exist there, provide a biological monitor during construction, and implement other measures so as to avoid take of the MGS. In addition, the applicant proposes to implement an off-site conservation easement protecting 17.90 acres (ac) of suitable habitat at a ratio of 1:1.

The applicant has caused to be prepared a report by H.T. Harvey Associates dated July 2015 to evaluate these actions (See Attachment 2 hereto.). The report states in pertinent part:

The Project would result in the loss of 17.90 ac of habitat suitable for occupancy by Mohave ground squirrels within the 111,690 acre Coso Range-Olancha Core Area, which is one of four core areas that support relatively abundant and

widespread populations of Mohave ground squirrel (Leitner 2008).... Given the moderate suitability of habitat within the West Site and along the distribution line corridor, and the Mohave ground squirrel captured during the protocol-level surveys north of the distribution line, there is potential for the species to occur within these areas of the Project Site during construction or operation of the facility.... Based upon published home range estimates, the low habitat suitability within the East Site, absence of captures within the West Site during trapping, and implementation of avoidance and minimization measures, incidental take of individual Mohave ground squirrels should be avoided during the life of the Project.

The Project incorporates important monitoring and conservation measures designed to avoid the take of a Mohave ground squirrel (as defined in California Fish and Game Code Section 86) during construction and operation of the Project. As the result of these protective measures, take of a Mohave ground squirrel should be avoided. In addition, alteration of habitat would be mitigated as concluded in the MND by establishment of a conservation easement protecting 17.90 ac of suitable habitat at (a ratio of 1:1 [1.0 ac of offsite habitat supporting Mohave ground squirrels preserved for each acre of suitable habitat affected by the Project]). Such mitigation would result in permanent protection of habitat for the State-listed threatened Mohave ground squirrel within the framework of a regional strategy to conserve the species in the Mojave Desert. The Project's conservation strategy will fully mitigate all impacts to state-listed species as a result of the Project.... Implementation of avoidance and minimization measures ... during the construction and operation of the facility, including the construction of the exclusion fence, should avoid take of Mohave ground squirrels.

LEGAL AND FACTUAL BASIS FOR SUBSTITUTION OF MITIGATION MEASURES

According to *Napa Citizens for Honest Government v. Napa County Board of Supervisors* (2001) 91 Cal. App. 4th 342, an agency may substitute mitigation measures, but must provide a legitimate reason why the measure is impractical or unworkable and support that reason with substantial evidence. The applicant has submitted substantial evidence indicating that the mitigation measure from the adopted MND is impractical and unworkable. Therefore, it is appropriate to substitute the mitigation measure for MGS with the following:

General Avoidance and Minimization Measures

- Exclusion fencing will be installed around the entirety of the East and West sites before the start of ground-disturbing activities to exclude special-status animals, including Mohave ground squirrel (MGS), from the Project Site. The exclusion fence would be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. The fence would be designed to prevent passage of special-status reptiles and mammals through the

fence. The fence will be buried at least 12 inches below grade. All fence construction will be monitored by a qualified biologist to ensure that no animals are harmed. Following installation, the fence will be inspected bi-weekly during construction and quarterly after commercial operation and after all major rainfall events. Any damage to the fence will be repaired immediately.

- A biological monitor will be present during construction of the Project. The monitor will be responsible for ensuring that impacts on the MGS are avoided to the fullest extent possible. To assist the biological monitor, Project work areas will be clearly demarcated on Project plan sets, and the allowed work limits will be staked in the field, to prevent construction personnel from causing impacts to areas outside of work limits.
- The biologist(s) will be given the authority to stop any work that would result in the take of MGS. If the biologist(s) exercises this authority, the California Department of Fish and Wildlife (CDFW) will be notified by telephone and electronic mail within one working day.
- When monitoring is required on the Project Site, the biological monitor will inspect areas under vehicles and equipment, in and around stockpiled materials, and any other locations where listed species could take refuge to ensure that individuals of any such species are relocated out of harm's way (by a Qualified biologist approved to handle the species) before construction activities begin for the day.
- If at any time a MGS is discovered in the construction area by the biological monitor or anyone else (including during preconstruction surveys), the protocol outlined below will be followed:
 - All work that could result in direct injury, disturbance, or harassment of the individual animal will immediately cease.
 - The foreman and biological monitor will be immediately notified.
 - The biological monitor will allow the animal to disperse on its own outside the construction area. The animal will be monitored until it is determined that the animal is not immediately imperiled by predators or other dangers.
 - The biological monitor will document each event in which construction activities are affected by the presence of listed species and the outcome of the interaction on the individual animal.
- Vehicles and equipment will be parked on existing roads and previously disturbed areas to the extent practicable.
- Speed limit signs restricting the speed limit to 15 miles per hour (mph) will be installed before site disturbance or construction begins. To minimize disturbance of areas outside the construction zone, all Project-related vehicle traffic will be

restricted to established roads, construction areas, and other designated areas. To the extent possible, these areas will be established in locations disturbed by previous activities to prevent further impacts. Also, these areas will be included in preconstruction surveys. Off-road traffic outside of designated traffic areas will be prohibited.

- Measures will be implemented to suppress dust during all construction activities, as needed through the use of water trucks, 15 mph speed limits, and installation of an aggregate base on all roads.
- No firearms will be allowed on the Project Site, unless otherwise approved for security personnel or permitted by law.
- To prevent harassment or mortality of MGS by domestic dogs or cats (*Felis domesticus*), pets will not be permitted to enter the Project Site. Trained scent detection dogs used for environmental compliance monitoring are not considered pets.
- All food-related trash items, including wrappers, cans, bottles, and food scraps, will be disposed of in tightly covered and secured trash containers, the contents of which will be removed from the Project Site on a regular basis. Food items may attract ravens, coyotes, and domestic dogs, consequently exposing special-status animals to increased risk of predation. No deliberate feeding of wildlife will be allowed.
- Chemicals, fuels, lubricants, and biocides will be used only in compliance with all local, State, and federal regulations, to minimize the possibility of contaminating habitat or poisoning predators directly or indirectly. Users of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and State and federal legislation.
- No rodenticides will be used on the Project Site, to avoid the potential for poisoning MGS and indirectly poisoning native predators and scavengers.
- No pest rodent trapping (live or lethal) will be permitted on the Project Site, unless conducted by a qualified, CDFW-approved biologist.
- A Worker Environmental Awareness Program (WEAP) will be presented to Project personnel by a qualified biologist(s) engaged by the Project Applicant. This program will consist of either a video presentation or a "tailgate" training session for all personnel who work on aspects of the Project that occur in or near natural habitats on the Project Site. Printed training materials and briefings will include a discussion of the MGS. Information will cover basic species biology, general behavior, local distribution, sensitivity to human activities, and legal protection, as well as the penalties for violating State or federal laws, impact

avoidance methods, reporting requirements, and the contact information for the person to be notified if sensitive species are discovered on the Project Site. Also, maps showing the locations of special-status wildlife or other construction limitations will be provided to the biological monitors and construction crews before construction activities begin. As part of the training, contractors and heavy equipment operators will be provided with literature and photographs or illustrations of the MGS so they will be able to identify and avoid harming them during construction.

- Information about the ban on rodenticides and pest rodent traps, and their potential effects on sensitive wildlife species in the region, will be provided to workers in the WEAP. A copy of the WEAP will be posted in the office trailer, or other worker meeting place on the Project Site.
- The biological monitor will maintain a construction-monitoring notebook on site throughout the construction period. The notebook will include this report and attachments, and a list of signatures of all personnel who have successfully completed the WEAP.
- All steep-walled holes or trenches deeper than six inches will be covered at the close of each working day using plywood or similar materials, or provided with one or more escape ramps constructed of dirt fill or wooden planks. Excavations will also be inspected for trapped special-status animals each morning before construction activities begin and immediately before the excavation is covered at the end of each working day. Before such holes or trenches are filled, they will be thoroughly inspected for trapped special-status animals or other wildlife. Any individuals discovered will be allowed to escape before construction or other Project activities resume.
- Qualified biologists approved to handle MGS will conduct a preconstruction biological clearance survey in all activity areas to minimize impacts on special-status plants or wildlife species. Clearance surveys would provide 100% coverage of the Project Site, with a focus on locating all MGS above and below ground. This survey would be performed within the array fence alignment immediately prior to installation of the exclusion fence at the East and West sites and along the road right-of-way, plus a 30-foot buffer of the ground disturbance area. Following exclusion fence construction, the two fenced Arrays would be surveyed for MGS to ensure that the site is not occupied. Clearance surveys would consist of at least two consecutive surveys performed by walking transects less than or equal to 15 feet. In areas of dense vegetation or when conditions limit the ability to locate MGS, transects would be reduced in width accordingly. The use of specialized equipment (e.g., fiber optics, remotely operated cameras) may be necessary to thoroughly inspect all potential burrows.

- If a MGS is occupying the burrow it shall be allowed to escape out of harm's way. If the individual does not relocate on its own, all activities within 200 feet of the burrow shall cease and CDFW consulted to ensure take is avoided.

MGS Avoidance and Minimization Measures and Compensatory Mitigation Measure

- Preconstruction surveys for MGS will be conducted at most 48 hours before construction that occurs between February 15 and November 15, and at most two weeks before construction that occurs between November 16 and February 14. Following confirmation that burrows are unoccupied, all potential MGS burrows in the construction zone will be excavated by a qualified biologist at the time of the survey.
- Because MGS are attracted to cavities and dens, these animals could enter objects such as pipes and become trapped, or could be injured when the pipes are moved. Therefore, all construction pipes, culverts, or similar structures stored overnight at the Project Site for one or more nights will be either securely capped before storage or thoroughly inspected by the biological monitor for these animals before the pipe is subsequently moved, buried, capped, or otherwise used. If a MGS discovered inside a pipe by the biological monitor or anyone else, that section of pipe will not be moved until CDFW has been consulted.
- To mitigate Project impacts on potential habitat, the Project Applicant will within 180 days from commercial operation, either (1) pay into an existing mitigation bank, benefiting MGS or (2) acquire 17.90 ac of habitat of equal or better quality than the affected habitat (a ratio of 1:1 [1.0 ac of offsite habitat preserved for each acre of suitable habitat affected by the Project within the West Site and distribution line corridor]). If option 2 is pursued, a conservation land proposal will be submitted to Inyo County for consultation with CDFW and the County's approval. A conservation easement will be established for the land. If option 1 is pursued, the Project Applicant may pay into a MGS habitat mitigation bank for compensation at a ratio of 1:1. Selected conservation lands will be relatively flat, with perennial plant cover ranging from 10 to 20% (Zembal and Gall 1980), and will support several plant species necessary for MGS survival, such as herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobush (Best 1995). Land selected for the conservation easement must be habitat of equal or better quality than the affected habitat.

Reporting Requirements

- Within 2 months following completion of the estimated four-month construction period, the Project Applicant will provide Inyo County and CDFW with a construction status report that will include, at a minimum, a general description of the status of the Project Site, a description of the status of avoidance and minimization measures; an assessment of the effectiveness of the avoidance and minimization measures; and a summary of preconstruction survey results.

The above-referenced mitigation measures are similar to those identified in the MND circulated for public review, and are designed to avoid take of MGS, and the conservation strategy will fully mitigate all impacts to state-listed species. These mitigation measures will enhance the project's approach to MGS and will not result in increased impacts relative to those analyzed in the MND.

The adopted MMP indicates that the mitigation for MGS will be implemented prior to issuance of a building permit. As the substituted mitigation measures will be implanted throughout project implementation, the MMP will be modified to require monitoring during construction and operation. Additionally, the REP conditions for MGS will be replaced with those above.

LEGAL AND FACTUAL BASIS FOR DECISION TO PREPARE AN ADDENDUM AND NOT A SUBSEQUENT MND OR EIR

The County is the CEQA lead agency and was responsible for preparing the MND. Therefore, the County is the appropriate agency to evaluate the potential environmental effects of the new information provided by the H.T. Harvey Associates Study.

The CEQA Guidelines specifically allow the preparation of an addendum to a negative declaration. CEQA Guidelines §15164(b) provides as follows:

An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

With respect to the evaluation of new information in to determine whether a subsequent EIR (or other CEQA document) should be prepared, CEQA Guidelines §15162(a) states:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The applicant proposes to substitute the adopted mitigation measure for MGS with several new mitigation measures which are similar to those described in the publicly circulated MND. The new mitigation measures enhance the mitigation to avoid take of the MGS and provide for appropriate treatment of MGS during construction and operation. The H.T. Harvey Report indicates that the Project's conservation strategy will fully mitigate all impacts to state-listed species as a result of the Project. This conclusion is consistent with the adopted MND. No substantial changes to the project are proposed that would increase severity of previously identified significant effects, and no significant changes to the setting have occurred. The new information provided to substitute the mitigation measures does not involve significant new environmental effects or project an increase in the severity of potential effects. Therefore, adoption of this Addendum is adequate to comply with CEQA.

Attachments:

1) Biological Study of Potential Impacts of the Munro Valley Solar Project on Mojave Ground Squirrel, prepared by H.T. Harvey and Associates, July 2015

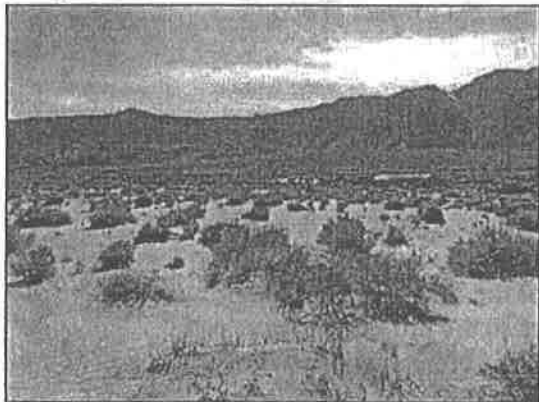
2) Declaration of Thomas Melone, July 13, 2015



Munro Valley Solar Project

Prepared for:

Ecos Energy
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Minneapolis, MN 55402



Prepared by:

H. T. Harvey & Associates
File No. 3459-07



July 2015



Executive Summary

Introduction

Munro Valley Solar, LLC (Project Applicant or Developer), proposes to construct a 4-megawatt (alternating current) solar photovoltaic energy facility, the Munro Valley Solar Project (Project), on an approximately 35.87-acre (ac) Project Site southwest of the community of Olancho, in unincorporated Inyo County, California. The Project includes a 20-ac West Site, a 10-ac East Site, and a 4400-foot-long utility and access roadway corridor connecting the two sites, and would comprise two solar arrays, related structures, electrical equipment, and utility infrastructure upgrades required to interconnect the Project to the Los Angeles Department of Water and Power (LADWP) transmission network. The total development footprint of these project features within the Project Site (collectively referred to as the Project Impact Area) is 27.90 acres. All of the Project features would be constructed under a single action, as described below.

The West Site and the distribution line corridor constitute moderately suitable habitat for the State threatened Mohave ground squirrel (*Xerospermophilus mohavensis*). During the protocol-level surveys, the Mohave ground squirrel was captured north of the distribution line. During the protocol-level surveys, however, no evidence of the Mohave ground squirrel was identified on the West Site. Habitats within portions of the East Site are of low quality for Mohave ground squirrels due to degraded conditions, the absence of important forage such as winterfat (*Krascheninnikovia lanata*), spiny hopsage, creosote bush (*Larrea tridentata*), and burrobush (*Ambrosia dumosa*), and the lack of suitable soil integrity required for Mohave ground squirrel burrow structure. Therefore, no trapping grids were established on the East Site due to the degraded condition of habitat and the limited evidence of burrowing mammals.

The Project incorporates important monitoring and conservation measures designed to avoid the take of a Mohave ground squirrel (as defined in California Fish and Game Code Section 86) during construction and operation of the Project. As the result of these protective measures, take of a Mohave ground squirrel should be avoided.

In addition, alteration of habitat would be mitigated as concluded in the MND by establishment of a conservation easement protecting 17.90 ac of suitable habitat (a ratio of 1:1 [1.0 ac of offsite habitat supporting Mohave ground squirrels preserved for each acre of suitable habitat affected by the Project]). Such mitigation would result in permanent protection of habitat for the State-listed threatened Mohave ground squirrel within the framework of a regional strategy to conserve the species in the Mojave Desert. The Project's conservation strategy will fully mitigate all impacts to state-listed species as a result of the Project.

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Section 2.0 Overview and Purpose

The Mohave ground squirrel (*Xerospermophilus mohavensis*) is the only species listed under the California Endangered Species Act which has a potential for occurring on portions of the Project Site based on known species distributions and habitat characteristics on the site, which are moderately suitable for this species on the West Site and within the distribution corridor, and not suitable within the East Site. The Mohave ground squirrel is known to occur in the immediate vicinity of the distribution line corridor, but has not been detected on the Project site.

This report contains the results of recently conducted, project-specific protocol surveys for Mohave ground squirrel, information on the known regional distributions of the species, details of the avoidance and mitigation measures that will be implemented to ensure construction and operation of the proposed Project does not result in take of this species, compensatory measures to mitigate for alteration of habitat, an assessment of potential impacts to this species, and an analysis of cumulative impacts to this species.

2.1 California Environment Quality Act Lead Agency Contact

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2.2 Environmental Impact Assessment History

Inyo County is the agency responsible for complying with the California Environmental Quality Act (CEQA). A National Environmental Policy Act (NEPA) Environmental Assessment/Finding of No Significant Impact (EA/FONSI) is being prepared by the U.S. Bureau of Land Management (BLM) for issuance of a right-of-way permit on federal land.

Section 3.0 Project Location

The Project Site is located on the Owens Valley floor, south of Owens Lake, on gently sloping (1%) terrain. The site is situated in the U.S. Geological Survey (USGS) Vermillion Canyon quadrangle, at elevations of approximately 3688–3691 feet (ft) (Figure 1).

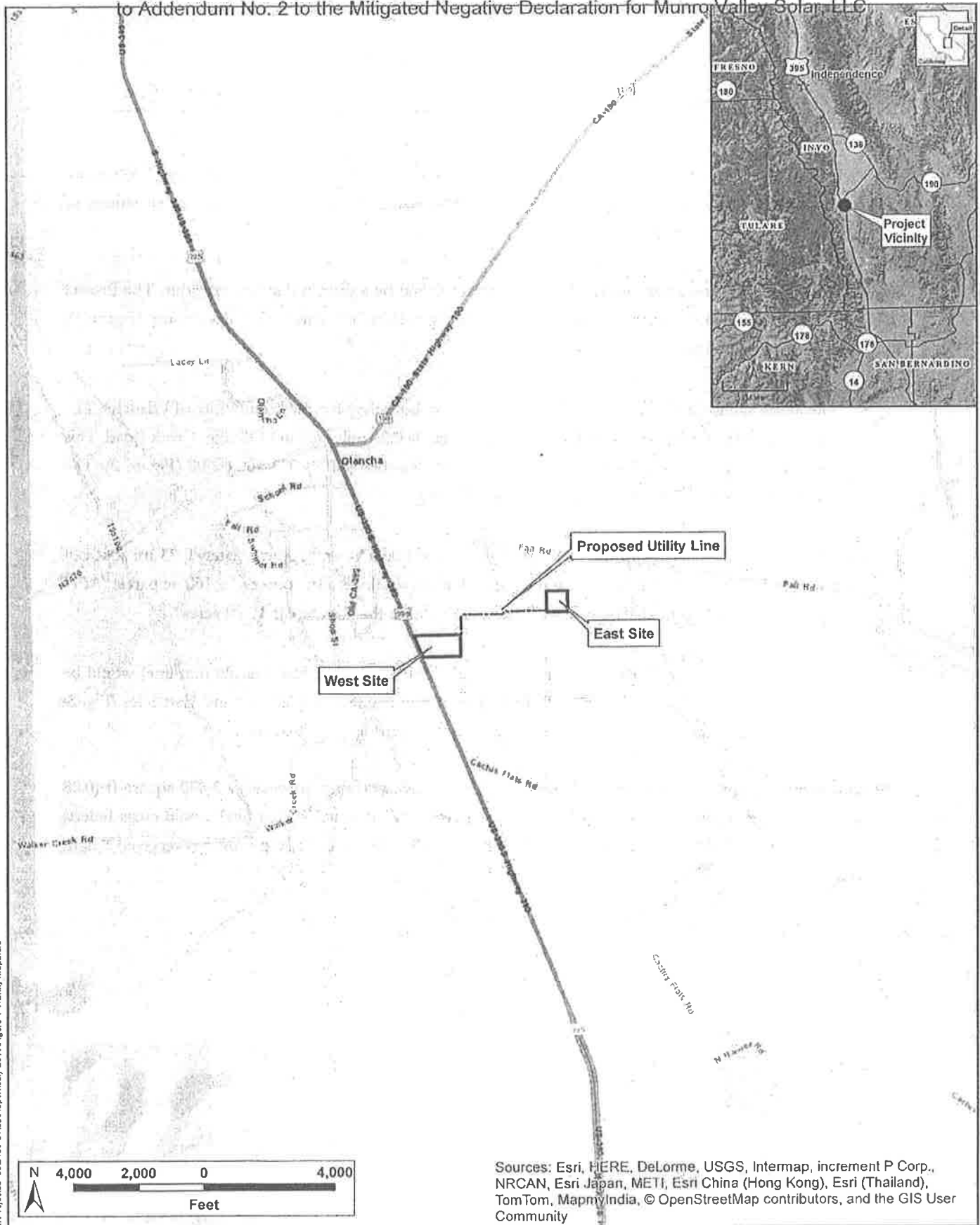
The Project consists of two solar photovoltaic (PV) arrays linked by a distribution line corridor. The Project Site is located within the boundary of the unincorporated community of Olancha, in Inyo County (Figure 1). The main components of the Project are:

- The West Site is located within the land use planning boundary for the community of Olancha. The site is located immediately east of US 395, approximately 0.27 miles north of Walker Creek Road. This 20.02-acre (ac) site is identified as Assessor's Parcel Number (APN) 033-400-02-00 (Figure 2). The Project Impact Area within the West Site is 14.91 acres.
- The East Site is located approximately 0.58 mi east of Olancha and approximately 0.23 mi south of Fall Road. The East Site is 10.00 ac and is located in the southwestern corner of a 160-ac parcel (APN 033-060-19-00) (Figure 2). The Project Impact Area within the East Site is 10.00 acres
- A new road and an overhead or underground electrical distribution line (distribution line) would be constructed within a proposed 4400-ft-long right-of-way connecting the West and East Sites (Figure 2). The Project Impact Area within the distribution line corridor is 2.99 acres

The land surrounding the Project Site is primarily under private ownership; however, a 3,470-square-ft (0.08 ac) portion of the right-of-way connecting the two solar arrays (West Site and East Site) would cross federal land managed by the BLM, located within parcel APN 033-100-13-00. Project Applicant has received a right of way permit with the BLM.

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N:\Projects\3003459-01\06\Report\July 2015\Figure 1 Vicinity Map.mxd



H. T. HARVEY & ASSOCIATES

Ecological Consultants

Figure 1: Vicinity Map
Munro Valley Solar Project (3459-06)
July 2015

Attachment 1

Addendum No. 2 to the Mitigated Negative Declaration for Munro Valley Solar, LLC



N:\Projects\4003459-01\06\Report\July 2015\Figure 2 Site Map.mxd



H. T. HARVEY & ASSOCIATES

Ecological Consultants

Figure 2: Project Site Map
Munro Valley Solar Project (3459-06)
July 2015

Section 4.0 Project Description

4.1 Introduction/Overview

Mohave ground squirrels were observed within 63 feet of the northern boundary of the distribution corridor right-of-way during protocol-level surveys (HTH 2014). The Mohave ground squirrel is the only species listed under CESA whose known geographic range overlaps the Project vicinity, and for which there is potentially suitable habitat within the Project boundary.

For purposes of this report, the “Permitted Project” consists of two solar arrays and the distribution corridor right-of-way connecting the sites, with a combined total Project Impact Area of 27.90 ac (14.91 acres within the West Site; 10.00 acres within the East Site; 2.99 acres within the distribution line corridor).

This report provides an overview of the proposed Project with sufficient detail to determine the extent of potential impacts to Mohave ground squirrels that may result from construction and operation of the facility. The report also includes sufficient detail to enable evaluation of proposed avoidance measures and best management practices designed to minimize potential impacts to Mohave ground squirrels and avoid take, along with compensatory measures to mitigate for alteration of unoccupied vegetated areas that will be impacted by the project.

The following subsections describe proposed project related activities associated with construction, operation, and decommissioning of the facility. Subsequent sections describe existing environmental conditions, the potential for take of Mohave ground squirrels, descriptions of avoidance and minimization measures and conservation measures that will be incorporated into the Project to avoid, minimize, and compensate for Project potential impacts

4.2 Construction Design

The Project proposed by Project Applicant involves constructing a 4-megawatt (MW-AC) solar energy generating facility consisting of three components: two linked solar photovoltaic (PV) panel arrays and a distribution line. Electricity generated by the facility would be purchased by the Los Angeles Department of Water and Power (LADWP).

Construction of the facility would occur over an approximately 4-month period. Work hours will not be limited by time of day and depending on the time of year temporary lighting may be used during construction. During Project operation permanent lighting would be restricted to the inverter/transformer skids in each array. All permanent lighting would be hooded and downcast to prevent glare.

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Construction of the Project will require approximately 1,200 personal vehicle trips to and from the site made primarily by a peak construction work force of 30 individuals. In addition materials and equipment would be supplied to the site on approximately 20 tractor-trailer loads. Small vehicles would be parked either on the roads within the arrays or on the shoulder within the road right-of way connecting the two arrays. The 20 tractor-trailer loads of equipment, delivered as the supplies are needed over the 4-month construction period, would not result in the need for a storage or laydown area because the delivered material would be unloaded and distributed at the point of use as deliveries arrive.

The first ground-disturbing activity during construction would be the installation of a permanent wildlife exclusion perimeter fence to exclude wildlife, including Mohave ground squirrel, from the active construction area of both the East and West sites. (Figure 2). During construction, all vegetation within the Project Site would remain intact to the extent feasible. Grading will only be performed during preparation of the access road and will not be necessary elsewhere on the Project Site. Materials will be unloaded and transported via lightweight overland vehicles such as small ATVs, handcarts, and/or hand carried by two person teams to the ultimate point of delivery on the site.

The West Site would be comprised of an up to 3.0-MW-AC electrical generation solar PV array consisting of approximately 14,000 320-watt (or similar) PV modules installed on ground-mounted supports. A network of underground cables would transmit electricity from the array to the point of interconnection with the LADWP utility distribution circuit, located within the West Site.

On the East Site, the balance of the 4.0-MW-AC electrical generation array would be constructed, also using 320-watt (or similar) PV modules on ground-mounted supports. Electricity generated by the East Site array would be gathered through a network of underground cables and transmitted, via an approximately 4,400-foot-long medium-voltage overhead distribution line, to the point of interconnection with the LADWP utility distribution circuit, located on the West Site. All underground cables associated with the project would be encased in polyvinyl chloride (PVC) pipe (or similar material) to prevent chewing of the cables by rodents or other wildlife, including Mohave ground squirrels.

Both arrays would include a 20-ft internal access road that would bisect the arrays, allowing access to the inverter/transformer skids located in each array. A California Department of Forestry and Fire Protection truck turnaround spur and two parking stalls for each array are included in the access road design.

PV modules within the arrays would be mounted on a fixed-tilt system. The modules would be fixed at an angle between 20° and 25°, tilted to the south, and would not move. The mounting system for the fixed-tilt module includes posts driven into the ground, with table frames bolted at the top of the posts. The modules are mechanically fastened to the tables.

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Depending on soil and hydrologic conditions, posts would be driven up to 8 ft deep into the soil. If the results of geotechnical investigations indicate that driven steel posts do not provide an optimal foundation, other embedded foundation designs may be used. The PV modules would be electrically connected by wire harnesses and combiner boxes, which would collect electricity from several rows of modules and convey it to a Power Conversion System (PCS) via underground direct current (DC) cables. Inverter hardware would be located in each PCS, to convert the DC input into power grid-quality alternating current (AC) electrical output. A transformer would then step up the voltage for conveyance of the power via underground lines to the PV combining switchgear (PVCS). High-capacity collection system lines would then connect the power output from the PVCS to the LADWP distribution circuit on the West Site.

A new road and an overhead 21-kilovolt (kV) or 34.5-kV distribution line would be constructed along a 4400-ft-long right-of-way connecting the West and East Sites. An approximately 2,980-ft-long segment of the line would be constructed along an existing dirt access road on APN 033-400-12 (a privately owned parcel immediately east of the West Site); the remaining approximately 1,320-ft-long segment would be constructed in an access easement on the southernmost portion of APN 033-460-08 (a privately owned parcel immediately west of the East Site). The transition between these two distribution line segments requires the line to cross an approximately 100-ft-long BLM right-of-way.

The new road would conform to the Inyo County Road Department's *County Standard Specification and Standard Plans* (Inyo County 2001). Road construction would involve scarifying and compacting the top 12 inches of soil to 95% compaction along the right-of-way. Class 2 AB aggregate, compacted to 90% per geotechnical recommendations, would be used during construction of the road within the right-of-way. The new right-of-way would have a maximum grade of approximately 1%.

Based on the final electrical interconnection design, the right-of-way would contain an overhead interconnection distribution line comprised of Class 2 power line poles and associated medium-voltage wires. The overhead distribution line would be installed approximately 10 ft south of the gravel road's surface edge.

4.3 Operation and Maintenance

The Project design does not include construction of an Operations and Maintenance (O&M) building on the Project Site but may in the future. O&M activities would be undertaken by approximately one or two staff members from the local area, who would visit the facility one or two times per week. O&M activities would include meter reading, production reporting, equipment inspection and testing, equipment repair, and similar activities. General site maintenance activities would include vegetation management, road maintenance, and general upkeep of the facility. In addition, operations staff would be occasionally be on the site at night conducting occasional routine or emergency maintenance. Security personnel would also occasionally be on the site at night. As no permanent buildings are required, a septic system is not included in the Project design.

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The PV panels will be washed periodically by O&M personnel during Project operation. For the most part, solar panels would be washed annually; however, unanticipated events such as dust storms or extended periods of no rain may lead to additional cleanings. Occasional repair or replacement of Project components will also be needed; however, infrastructure replacement is expected to be rare: inverters may require replacement every 10 years, whereas PV panels generally last 30 to 40 years.

The road within the connecting right-of-way and the roads inside the arrays would be graded to match the existing terrain and to minimize the need for maintenance, but occasional repairs would likely be required. All road maintenance activities would comply with local ordinances and practices related to the maintenance of rural roads. Construction of roads with Class 2 AB aggregate compacted to 90% and a speed limit of 15 miles-per-hour (mph) would minimize fugitive dust emissions and reduce collision risk to wildlife.

4.4 Waste and Hazardous Materials

Construction activities would generate waste that will require offsite disposal. Nonhazardous waste generated during construction, such as common household trash, cardboard, wood pallets, copper wire, scrap metal, wooden wire spools, erosion control materials (such as straw bales and silt fencing), and packaging materials for equipment and parts, would be collected in trash bins, picked up, and disposed of or recycled by a local waste disposal or recycling company.

No hazardous waste is expected to be generated during construction; however, construction equipment uses various hazardous materials (diesel fuel, oil, solvents, etc.). All fuels, fluids, and components with hazardous materials/wastes would be handled in accordance with applicable regulations. All such materials would be kept in segregated storage, using secondary containment as necessary. Project Applicant would maintain all necessary records of storage and inspection, and provide for proper offsite disposal.

The hazardous materials that would be stored in small quantities on the Project Site during construction and operations are listed in Table 1. These materials would be stored in appropriate containers in an enclosed and secured location, such as portable outdoor hazardous materials storage cabinets equipped with secondary containment to prevent contact with rainwater. The portable hazardous materials storage cabinets may be moved with each block of development, as deemed necessary.

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Table 1. Hazardous Materials That May Be Stored on the Project Site

Product	Use
Diesel fuel	Vehicle maintenance
Gasoline fuel	Vehicle maintenance
30W motor oil and used motor oil	Vehicle maintenance
Antifreeze and used coolant	Vehicle maintenance
Transmission and hydraulic fluids	Vehicle maintenance
Envirotemp FR3 cooling fluid product	Transformer coolant
Mobilgrease XHP 461	Lubricating drive motors
DuPont Corlar® Epoxy Paint	Tracker maintenance
DuPont Corlar® Activator	Tracker maintenance
ZRC® Cold Galvanizing Compound	Tracker maintenance
Surfactant (such as Liquinox and Alconox)	Tracker maintenance
Light lubricating oils (WD-40)	General maintenance
Paint thinners/solvents	General maintenance
Cleaning products	General maintenance
Air Pollution Control District-approved dust suppressant	General maintenance
Propane fuel	Emergency generator
Acetylene gas	General maintenance
Compressed oxygen	General maintenance
Herbicides, pesticides, and fertilizers	Landscape maintenance

Best management practices (BMPs) would be implemented during construction and operation of the Project to reduce the risk of spills and other accidental exposure of humans or biological resources to hazardous materials and waste. During construction, temporary hazardous materials storage would not be located immediately adjacent to any drainage because none exist on the Project Site. If excess materials must be disposed of, disposal would occur in accordance with local, State, and federal regulations.

A gasoline storage and dispensing plan would be developed to guide efficient on site refueling of construction, operations, and maintenance vehicles. During construction, a refueling truck would supply fuel to equipment on the Project Site. A maintenance truck carrying oil, hydraulic fluids, antifreeze, and grease would periodically service equipment on site. These materials are typically stored and transported in dual-walled tanks on refueling trucks or on specialized service trucks carrying 400 gallons of oil, 200 gallons each of hydraulic fluid and antifreeze, 120 pounds of grease, and salvage tanks with 200–400 gallons of capacity. These sizes and amounts are approximations only, because actual storage requirements and quantities depend on the equipment used by service contractors.

Spill Response Plan. A site-specific spill response plan would be developed before construction of the Project begins. The spill response plan would include:

- Name and location of facility

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- Description of facility operations
- General manager and emergency coordinator names and phone numbers (home, work, and mobile contact information)
- Description of what is stored at the facility (contents and volume)
- Site diagram showing hazardous materials storage areas
- Prevention: a description of prevention measures to be taken during construction and operations, such as secondary containment, employee training, and proper storage
- Preparedness: a description of the equipment to be kept on site for spill response, and its location
- The Project Applicant's plan for health and safety training, training required by the California Department of Transportation (Caltrans), and spill response training
- Local, State, and federal regulatory agency reporting procedures and phone numbers, as well as emergency response contractor contact information and local hospital information
- An outline of emergency response procedures, including spill cleanup procedures, reporting requirements, and stabilization techniques

No large quantities of hazardous materials are expected to be used or stored on any portion of the Project Site during construction or operation of the Project. Spill cleanup materials and equipment appropriate to the type and quantity of hazardous materials expected would be located on site, and all personnel would be informed of their location. The construction superintendent would conduct routine inspections to ensure that all materials on site are being stored and disposed of appropriately. Key construction employees and all O&M personnel would be trained in spill response procedures in accordance with local, State, and federal regulations. In addition, material safety data sheets would be kept on site during construction and operation of the Project.

Products would be kept in their original containers, each with the original manufacturer's label, and resealed as soon as possible. The manufacturer's recommendation for proper disposal would be followed. Spill response materials, including brooms, dust pans, mops, rags, gloves, absorbent pads/pillows/socks, sand or absorbent litter, sawdust, and plastic and metal containers would be kept on the Project Site. Spill guidelines would include the following:

- All spills will be cleaned up immediately upon discovery.
- Personnel will wear the appropriate protective clothing to prevent injury when cleaning up a spill.
- Reportable quantities of spills of hazardous materials will be reported to the appropriate local, State, and federal authorities.
- All vehicles leaking oil or fluids will be scheduled for maintenance and will have drip pans under the leak when parked, until the leak can be fixed.

4.5 Project Decommissioning

At the end of the Project's useful life (anticipated to be 30–45 years), the Project may be repowered, or would be decommissioned in accordance with future standard practices. Because decommissioning activities, described below, would likely involve more construction equipment and construction activity than repowering, this assessment evaluates decommissioning instead of repowering in order to provide a conservative description of the associated potential effects on State-listed species. The method of decommissioning would be evaluated when decommissioning is proposed; evaluation would be based on the best practices, regulations, technology, and environmental conditions that pertain at that time.

Under current standard decommissioning practices, solar modules are removed, collected, and recycled. Some or all of the components (i.e., aluminum and steel parts) are salvaged or recycled as feasible. Components that cannot be salvaged are removed and disposed of in accordance with applicable laws and regulations.

Generally, only those portions of the underground collection system that would conflict with future land uses are removed during decommissioning. Components of an underground system that would not conflict with other land uses typically are kept in place to avoid disturbing vegetation. Similarly, access roads that would conflict with other land uses are removed and the aggregate recycled, but roads that are compatible with other land uses are left in place. Overhead electrical collection lines, poles, and associated components are disassembled and removed, reprocessed, sold, salvaged, or otherwise disposed of in an appropriate manner. Similarly, infrastructure components (steel, conductors, switches, transformers, fencing, and other materials) typically are removed from a site and repurposed, salvaged, recycled, or disposed of in an appropriate manner.

After the solar facility is removed, a site typically would be revegetated, and some grading may be done to recontour access roads or address erosion. Although future site restoration methods may be similar to the procedures used during construction to restore temporarily disturbed areas, it is too speculative at this time to reasonably determine the nature of site restoration and the degree of site monitoring that would be needed.

Section 5.0 Existing Environmental Conditions

The Project Site is situated within the Owens Valley where the climate is characterized by hot, dry summers and cool, dry winters. Weather patterns in the valley are primarily affected by the Sierra Nevada Mountains to the west and the Inyo Mountains to the east. The Sierra Nevada range produces a rain-shadow effect along its eastern slope, resulting in an average annual precipitation of 4–6 inches on the Owens Valley floor (Hollett et al. 1991). The mean daily high temperature for the Olancha area is approximately 58°F in January and 102°F in July (U.S. Climate Data 2014).

The following sections describe the existing biotic and physical conditions of the Project Site, as documented by H. T. Harvey & Associates biologists during a biological resources assessment (HTH 2013) and protocol-level surveys for Agassiz's desert tortoise (HTH 2014a), and Mohave ground squirrel (HTH 2014b).

5.1 Biotic Habitat

Habitat on the West Site and western half of the distribution line corridor, at elevations of 3,700 to 3,717 ft, consists of desert saltbush scrub community. This habitat is not dominated by any single shrub species, but is instead comprised of a mosaic of shrub species such as allscale (*Atriplex polycarpa*), shadescale saltbush (*Atriplex confertifolia*), four-winged saltbush (*Atriplex canescens*), sagebrush (*Artemisia spinescens*), and longspine horsebrush (*Tetradymia axillaris* var. *longispina*). Other species often associated with desert saltbush scrub communities that were also identified on the West Site include spiny hopsage (*Grayia spinosa*), beavertail pricklypear (*Opuntia basilaris* var. *basilaris*), cholla (*Cylindropuntia* sp.), Joshua tree (*Yucca brevifolia*), spiny menodora (*Menodora spinescens* var. *spinescens*), and rabbitbrush (*Ericameria nauseosa*). Largely due to lack of recent rainfall, annual forbs and graminoid species typically associated with this vegetation community were not represented during this survey period.

The desert saltbush scrub community on the East Site and along the eastern half of the distribution line, at elevations of 3,671 to 3,688 ft, is dominated by dense stands of allscale, intermixed with a variety of shrubs such as white bursage (*Ambrosia dumosa*), indigo bush (*Psoralea sp.*), shadescale saltbush, and rabbitbrush. Again, apparently due to lack of rainfall, annual forbs and graminoid species typically associated with this vegetation community were not observed on the East Site. Habitat immediately north of the East Site is dominated by a dense windbreak of saltcedar (*Tamarix ramosissima*) and is highly disturbed (HTH 2013).

5.2 Wildlife

The desert saltbush scrub on certain portions of the Project Site comprises potential habitat for the Mohave ground squirrel (i.e., the vegetation and soil conditions are suitable but they are currently unoccupied by Mohave ground squirrels).

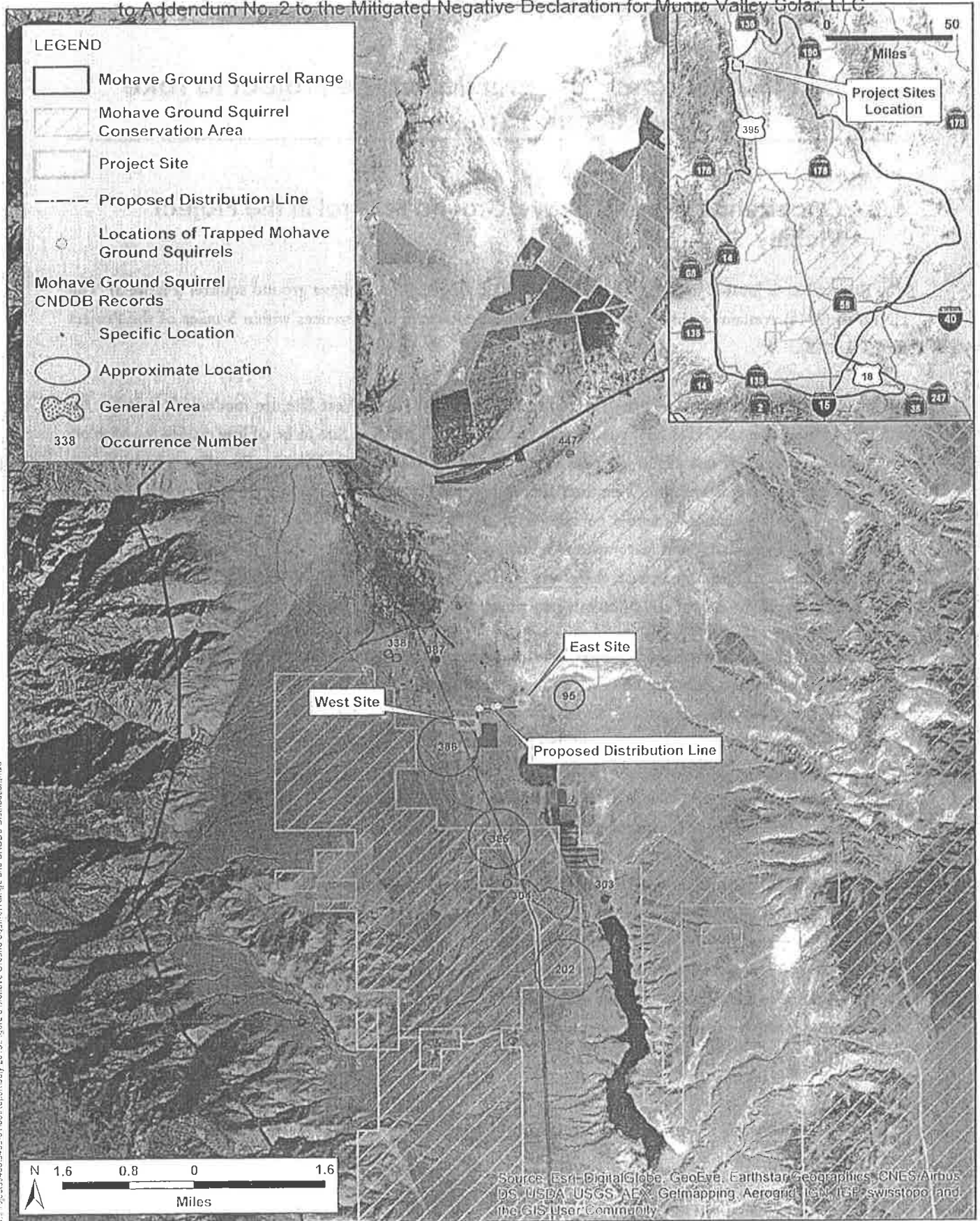
5.3 Soils and Drainage

Five primary soil types underlie the Project Site. The East Site soils comprise primarily Torrifluvents (0–2% slopes) and the Mazourka-Eclipse complex (0–2% slopes). West Site soils comprise primarily the Cajon-Mazourka-Eclipse complex (0–2% slopes) and Cajon gravelly loamy sand (0–5% slopes). The proposed right-of-way contains Cajon-Typic Torriorthents complex (0–5% slopes), Cajon-Mazourka-Eclipse complex (0–2% slopes), and Mazourka-Eclipse complex (0–2% slopes); the two latter soil types also occur on the East and West Sites (Natural Resources Conservation Service [NRCS] 2014a, 2014b).

The Mazourka series (consisting of Torrifluvents and the Mazourka-Eclipse complex) found on the East Site comprises deep and very deep, well- and moderately well-drained soils formed in alluvium from mixed rock sources. Mazourka soils are found on stream terraces, lacustrine terraces, fan terraces, and alluvial fans and have slopes of 0–5%. The mean annual precipitation where this series occurs is about 5 inches, and the mean annual temperature is about 59°F. Mazourka soils are typical of rangelands and watersheds, and support wildlife habitat (NRCS 2014a).

The Cajon series (consisting of the Cajon-Mazourka-Eclipse complex and Cajon gravelly loamy sand) found on the West Site comprises very deep, somewhat excessively drained soils that formed in sandy alluvium from dominantly granitic rocks. Cajon soils are found on alluvial fans, fan aprons, fan skirts, inset fans, and river terraces. Slopes are 0–15%. The average annual precipitation where this series occurs is about 6 inches, and the mean annual temperature is about 65°F. Lands with this soil series are used mostly as livestock rangeland, for watershed conservation, and for recreation. A few areas of this series are irrigated and are used for growing alfalfa and other crops (NRCS 2014b).

A search of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, panel ID number 06027C2950D, indicated that the Project Site is not located in a flood zone (FEMA 2014). The Mojave Desert Region is a typical arid environment, commonly receiving short-duration, high-intensity storm precipitation, with the potential to produce high rates of runoff (sheet flooding) when soil infiltration rates are exceeded. During these events, small washes become conduits for water flow. The elevation gradient of the Project Site travels west to east, away from the Sierra Nevada, creating the potential for sheet flooding on the Project Site. However, the Cajon soil series (on the West Site and on the proposed distribution line route) is classified in Soil Hydrologic Group A, which has high infiltration rates and low surface runoff potential when thoroughly wet (NRCS 2014b). In contrast, the Mazourka series (located on the East Site and on the proposed distribution line route) is classified in Soil Hydrologic Group C, which has a slow infiltration rate when thoroughly wet, resulting in a slow rate of water transmission and a high surface runoff potential (NRCS 2014a). Visual observations made during the biological resources assessment did not identify natural riverine or ephemeral channels on the Project Site. This indicates that, even though Mazourka soils are present on the East Site and in the proposed distribution line corridor, flooding generally does not occur in this area.



N:\Projects\3459-06\Figures\3459-06-Figure 3 Mohave Ground Squirrel Range and CNDDB Distribution.mxd

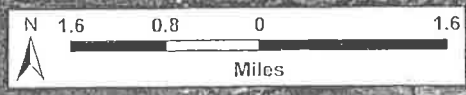


Figure 3: Mohave Ground Squirrel Range and CNDDB Distribution
 Munro Valley Solar Project (3459-06)
 July 2015

Section 6.0 Avoidance of Potential for the Project to Take Mohave Ground Squirrel

6.1 Occurrence of the Mohave Ground Squirrel in the Project Vicinity

The Project Site is located within the known geographic range of the Mohave ground squirrel (Figure 3). The CNDDDB (2014) contains eight records of Mohave ground squirrel occurrences within 5 miles of the Project Site (Figure 3).

H. T. Harvey & Associates biologists determined habitats within the West Site are moderately suitable for Mohave ground squirrel (HTH 2013) and found habitats within the East Site to be of low quality for Mohave ground squirrels; largely due to the unstable structure of aeolian deposits within the East Site, which are not suitable for burrowing. Within the West Site, H. T. Harvey & Associates biologists found evidence of several burrowing animals including potential coyote and desert kit fox dens and small mammal burrows. A small mammal burrow was also found just outside the road right-of-way, in an area where soil properties are similar to those of the West Site. In contrast, there was limited evidence of burrowing animals within the East Site, again largely due to the lack of structural integrity of sandy soil types typical of aeolian deposits.

Sunrise Consulting, on behalf of H. T. Harvey & Associates, conducted a protocol-level Mohave ground squirrel trapping survey following CDFW *Mohave Ground Squirrel Survey Guidelines* (CDFW 2010) for projects that would negatively affect less than 180 ac. Per the guidelines, the Project Site was visually surveyed on 20 April 2014 during daylight hours by a qualified biologist capable of distinguishing Mohave ground squirrels from a white-tailed antelope squirrel or other ground squirrel species. During this initial survey the qualified biologist identified the most suitable habitat for the Mohave ground squirrel within the vicinity of the Project Site. Based on this assessment, trapping surveys were focused on the most optimal habitats, which were located within and around the West Site and along the access road distribution corridor. Due to access constraints associated with US 395 and private residences bordering the West Site, traps were not laid out in a standard 4-ft by 25-ft or 10-ft by 10-ft grid. Instead traps were laid out in a manner that maximized survey of the highest quality habitat within the Project vicinity and reduced potential for disturbance by passersby's, neighbors, or domestic dogs (*Canis lupus familiaris*) present in the area. A total of eight grids were established, including four on the West Site and four along the proposed distribution line route. No trapping grids were established on the East Site due to the degraded condition of habitat and the limited evidence of burrowing mammals.

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The CDFW protocol requires each sampling grid to be trapped for a minimum of five consecutive days during three survey periods, unless a Mohave ground squirrel is captured before the end of a five-day trapping session within a sampling grid. The first trapping survey must occur between 15 March and 30 April. If a second term is required, the trapping must begin at least two weeks after the end of the first term, but no earlier than 1 May, and the trapping session must be completed by 31 May. The third trapping session must also be performed at least two weeks after the second trapping and begun no later than 15 June and this final session must be completed by 15 July.

Traps were deployed and monitored on the Project Site during two trapping sessions; the first trapping session was performed during 21-25 April 2014, and the second trapping session occurred from 12-15 May 2014. Traps were oriented along a north-south axis and were covered with a cardboard A-frame to provide shade for trapped animals. At the end of the first trapping session, all Shetman traps were removed from the Project Site; all cardboard and flagging used during the survey was left on the Project Site in preparation for the next trapping session. At the end of the second trapping session, all equipment was removed from the Project Site.

During each day of trapping, all traps were opened and baited at dawn and checked approximately every four hours until dusk; at which time traps were closed until the next morning. Animals captured and handled were marked with non-toxic ink to temporarily mark the animal for identification, in order to limit handling of the animal if re-captured. Standard data (gender, age, reproductive condition) for each individual animal captured for the first time was collected and recorded on CDFW Mohave Ground Squirrel Survey and Trapping Forms. For recaptured individuals only the species identification, time of release, and trap number were recorded.

For the most part trapping was not affected by unsuitable weather conditions (e.g., periods of high wind, temperature extremes) however, traps were closed prior to dusk on two separate occasions due to weather. On 25 April 2014, during the first trapping session, sustained winds exceeding 35 miles/hour resulted in cessation of trapping at 2:40 pm. During the second trapping session temperatures reached 90° Fahrenheit at 1:21 pm on 15 May 2014 and remained elevated to the point trapping was not resumed that day.

During the first trapping session (21–25 April) white-tailed antelope squirrels were trapped; however, there were no captures of Mohave ground squirrels and none were observed during this period. During the second session (12–15 May), one adult and two sub-adult Mohave ground squirrels were trapped at locations ranging between 63 and 177 ft north of the distribution corridor right-of-way. No Mohave ground squirrels were trapped within the West Site during the first or second sessions.

6.2 Potential for Take of Mohave Ground Squirrel

The Project would result in the loss of 17.90 ac of habitat suitable for occupancy by Mohave ground squirrels within the 111,690 acre Coso Range-Olancho Core Area, which is one of four core areas that support relatively abundant and widespread populations of Mohave ground squirrel (Leitner 2008). Although unmitigated, small-scale incremental reduction of available suitable habitat can result in significant cumulative impacts to species,

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the Project alone would result in alteration of the equivalent of approximately 0.03% of the total area encompassed within the Coso/Olancha Core Area.

Given the moderate suitability of habitat within the West Site and along the distribution line corridor, and the Mohave ground squirrel captured during the protocol-level surveys north of the distribution line, there is potential for the species to occur within these areas of the Project Site during construction or operation of the facility. As described in greater detail below, while the West Site is comprised of moderately suitable habitat supporting known forage species such as spiny hopsage, important forage species are largely absent from the East Site. The soils on the East site, consisting of sandy soil types typical of aeolian deposits, also lack structural integrity required by burrowing mammals such as Mohave ground squirrel. Occurrence of the species with the West Site and the along the distribution line corridor within the Project site would increase the potential for direct and indirect impacts associated with construction and operation of the facility, including the following:

Direct Effects. Potential direct effects on this species that could result from development of the Project are as follows:

- There is potential for Mohave ground squirrels mortality or injury as a result of vehicle strike and operation of heavy equipment during the construction and operation phases of the Project.
- It is anticipated that buried electrical cables will be installed in conduit or armored cables will be used. However, if one of these two options is not implemented, there is a risk of electrocution if Mohave ground squirrels were to chew the insulation of buried electrical cables within the West and East Sites, and along the distribution line corridor.

Indirect Effects. Potential indirect effects on this species that could result from development of the Project are as follows:

- The development of Project Site and installation of the permanent wildlife exclusion fence would remove approximately 17.90 ac of potential Mohave ground squirrel habitat. However, the habitat that would be altered as a result of constructing the Project is vulnerable to low level degradation (e.g., all-terrain vehicle traffic, illegal dumping, domestic predators) that can have significant impacts to wildlife and in this case to Mohave ground squirrels in the vicinity.
- Spills or leaks of industrial chemicals, fuels, and lubricants could result in fouling or poisoning of Mohave ground squirrels or contamination of their habitat or food supplies.
- Some individuals could be lost to predation by species such as the coyote, desert kit fox, or domestic dog, which might be attracted to the site by trash discarded by construction or O&M personnel.
- The use of pesticides, rodenticides, or rodent traps could result in injury or mortality of Mohave ground squirrels.
- Common ravens are present on the Project Site, and would be able to perch on new structures, which could facilitate increased predation of Mohave ground squirrels.

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Implementation of avoidance and minimization measures (see Section 8) during the construction and operation of the facility, including the construction of the exclusion fence, should avoid take of Mohave ground squirrels.

Section 7.0 Project Impact on Continued Existence of Mohave Ground Squirrel

7.1 Mohave Ground Squirrel Distribution, Biology, and Habitat Requirements

The Mohave ground squirrel was listed as threatened under CESA in 1983. It is a distinct full species, with no subspecies. This species has been found in all major desert scrub habitats in the western Mojave Desert in California, and has been found in the area between Palmdale and Victorville to the south of the Project Site, Owens Lake to the north, the eastern escarpment of the Sierra Nevada to the west, and the Mojave River Valley to the east (Leitner 2008). Historically the Mohave ground squirrel inhabited an estimated 7,700 mi² (~4.9 million acres) throughout the Mojave Desert including areas south of SR 18 in Los Angeles and San Bernardino Counties; however, trapping surveys conducted between 2002-2004 indicate the species is absent from the highly developed areas south of SR 18 between Palmdale and the Lucerne Valley.

Currently the range of the Mohave ground squirrel is approximately 645 square miles (~413,000 acres) which represents the smallest geographic range of any ground squirrel species occurring in the United States. The species is primarily distributed throughout four discontinuous core areas that support relatively abundant and widespread populations (Leitner 2008). These four core areas are identified as having populations of Mohave ground squirrels that have 1) persisted for at least 20-30 years, 2) are currently found occurring at a minimum of six locations throughout the area, and 3) in which at minimum of 30 individuals have been detected since 1998.

The Project Site is within the 175 mi² (~111,690 acre) Coso Range-Olancho Core Area which comprises about 27% of the current known geographic range of the species. Most of the known occurrences of Mohave ground squirrels within the Coso-Olancho Core Area are from the area around Olancho and the Project Site (Leitner 2008); however, this distribution is largely based on results of trapping conducted in conjunction with biological assessments of impacts of proposed development projects; which in this region are centered around existing development such as is found within the vicinity of Olancho. The Project site itself is in an area of low density rural development and agriculture, interspersed with patches of remnant desert scrub.

Protocol trapping surveys did not result in Mohave ground squirrel captures within the Project Site; however due to their presence in the immediate project vicinity and the known home range of the species, they may have occurred within the more suitable habitat of the Project Site in the past and may currently occur within western portions of the project boundary on occasion. Results from a 5-year radio telemetry study of the home range conducted by Harris and Leitner (2004) in the Coso Range-Olancho Core Area, found the home range varied substantially by year, individual, precipitation, sex, and season. The median home range observed by Harris and Leitner (2004) during the 5-year study was 16.63 ac during the mating season and 3.06 ac post-mating for adult males, compared to 1.83 ac and 2.96 ac for adult females. Given the proximal location at which three Mohave

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ground squirrels were trapped, their home ranges at least seasonally could be expected to encompass portions of the Project Site.

Mohave ground squirrels maintain three characteristic types of burrows within their home range; a home burrow to which the individual typically returns every night, an estivation burrow, and accessory burrows that are primarily used for thermoregulation, social interactions, and escape from predators (Best 1995). Since Mohave ground squirrels were trapped between 63 and 177 ft north of the right-of-way corridor, it is assumed there could be active burrows within some portions of the West Site and distribution corridor from time to time.

A study of the Mohave ground squirrel diet performed by Leitner and Leitner (1998) between 1988-1996 concluded that forbs comprised approximately 42% of the diet and shrub material, especially foliage, made up 45% based on fecal analysis of samples collected throughout the active season during wet and dry years (Leitner and Leitner 1998). They also found that leaves of winterfat, spiny hopsage, and saltbush constituted 60% of the shrub diet and 24% of the overall diet. This indicates that these three shrub species are a primary food source when forbs are not available particularly during drought conditions. Reinforcing the habitat requirement of these shrub species for Mohave ground squirrel sustenance, Leitner hypothesized that the absence of winterfat and spiny hopsage is an indicator of suboptimal habitat (MGSWG 2006). The West Site is comprised of moderately suitable habitat and, although winterfat appears to be absent, the West Site does support spiny hopsage and shadescale saltbush. Shadescale saltbush is also present on the East Site; however, other important forage species such as winterfat, spiny hopsage, creosote bush, and burrobush (*Ambrosia dumosa*) appear to be largely absent from the East Site. Suitable soil integrity required for Mohave ground squirrel burrow structure is also lacking from the East Site.

7.2 Jeopardy Analysis

As discussed, Mohave ground squirrel are known to occur within the Project vicinity, and over time they could likely forage on or occupy portions of the West Site and distribution corridor. During protocol trapping surveys, three individuals were confirmed immediately north of the Project Site.

Although presence of the species within the vicinity of the Project was confirmed, no estimate of the size of the population occurring within the vicinity has been obtained. Based upon published home range estimates, the low habitat suitability within the East Site, absence of captures within the West Site during trapping, and implementation of avoidance and minimization measures, incidental take of individual Mohave ground squirrels should be avoided during the life of the Project.

Although the Project would result in the alteration of 17.90 ac of suitable habitat, this habitat is currently not protected from development or low-level habitat degradation which could significantly affect the persistence of the Mohave ground squirrel population within the vicinity. The Project Applicant would either establish a conservation easement permanently protecting 17.90 ac of potential occupied habitat (a ratio of 1:1), or pay

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into an existing Mohave ground squirrel conservation bank (see Section 10 and 11) to fund the preservation and focused management of existing conservation lands, selected to promote regional benefits to the species. Securing an equivalent amount of occupied habitat with greater suitability within the Coso Range-Olancha Core Area, as mitigation for alteration of habitat on the Project Site, would provide significant and long-term benefit to the species. Given the apparent low probability of individuals being present on the Project Site and given the known success of the proposed avoidance and minimization measures at reducing risks to wildlife, construction and operation of the Project would not result in any significant effect on the continued existence of either the Coso Range-Olancha Core Area population of Mohave ground squirrel and would have no effect on the continued existence of the species itself.

Section 8.0 Minimization and Mitigation Measures

8.1 Avoidance/Minimization Measures

8.1.1 General Avoidance and Minimization Measures

- Project personnel will be comply with a project-specific Mitigation and Monitoring Plan (MMP). These measures will be implemented during construction, maintenance, and operation of the facility as applicable.
- Exclusion fencing will be installed around the entirety of the East and West sites before the start of ground-disturbing activities to exclude special-status animals, including Mohave ground squirrel, from the Project Site. The exclusion fence would be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. The fence would be designed to prevent passage of special-status reptiles and mammals through the fence. The fence will be buried at least 12 inches below grade. All fence construction will be monitored by a qualified biologist to ensure that no animals are harmed. Following installation, the fence will be inspected quarterly at a minimum, and after all major rainfall events. Any damage to the fence will be repaired immediately. The construction and maintenance of the exclusion fence will not have a significant effect on the population of MGS in the region.
- A biological monitor will be present during construction of the Project. The monitor will be responsible for ensuring that impacts on the Mohave ground squirrel are avoided to the fullest extent possible. To assist the biological monitor, Project work areas will be clearly demarcated on Project plan sets, and the allowed work limits will be staked in the field, to prevent construction personnel from causing impacts to areas outside of work limits.
- The biologist(s) will be given the authority to stop any work that would result in the take of Mohave ground squirrel. If the biologist(s) exercises this authority, the CDFW will be notified by telephone and electronic mail within 1 working day.
- When monitoring is required on the Project Site, the biological monitor will inspect areas under vehicles and equipment, in and around stockpiled materials, and any other locations where listed species could take refuge to ensure that individuals of any such species are relocated out of harm's way (by a Qualified biologist approved to handle the species) before construction activities begin for the day.
- If at any time a Mohave ground squirrel is discovered in the construction area by the biological monitor or anyone else (including during preconstruction surveys), the protocol outlined below will be followed:

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- All work that could result in direct injury, disturbance, or harassment of the individual animal will immediately cease.
- The foreman and biological monitor will be immediately notified.
- The biological monitor will allow the animal to disperse on its own outside the construction area. The animal will be monitored until it is determined that the animal is not immediately imperiled by predators or other dangers.
- The biological monitor will document each event in which construction activities are affected by the presence of listed species and the outcome of the interaction on the individual animal.
- Vehicles and equipment will be parked on existing roads and previously disturbed areas to the extent practicable.
- Speed limit signs restricting the speed limit to 15 mph will be installed before site disturbance or construction begins. To minimize disturbance of areas outside the construction zone, all Project-related vehicle traffic will be restricted to established roads, construction areas, and other designated areas. To the extent possible, these areas will be established in locations disturbed by previous activities to prevent further impacts. Also, these areas will be included in preconstruction surveys. Off-road traffic outside of designated traffic areas will be prohibited.
- Measures will be implemented to suppress dust during all construction activities, as needed through the use of water trucks, 15 mph speed limits, and installation of an aggregate base on all roads.
- No firearms will be allowed on the Project Site, unless otherwise approved for security personnel or permitted by law.
- To prevent harassment or mortality of Mohave ground squirrel by domestic dogs or cats (*Felis domesticus*), pets will not be permitted to enter the Project Site. Trained scent detection dogs used for environmental compliance monitoring are not considered pets.
- All food-related trash items, including wrappers, cans, bottles, and food scraps, will be disposed of in tightly covered and secured trash containers, the contents of which will be removed from the Project Site on a regular basis. Food items may attract ravens, coyotes, and domestic dogs, consequently exposing special-status animals to increased risk of predation. No deliberate feeding of wildlife will be allowed.

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- Chemicals, fuels, lubricants, and biocides will be used only in compliance with all local, State, and federal regulations, to minimize the possibility of contaminating habitat or poisoning predators directly or indirectly. Users of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and State and federal legislation.
- No rodenticides will be used on the Project Site, to avoid the potential for poisoning Mohave ground squirrels and indirectly poisoning native predators and scavengers.
- No pest rodent trapping (live or lethal) will be permitted on the Project Site, unless conducted by a qualified, CDFW-approved biologist.
- A Worker Environmental Awareness Program (WEAP) will be presented to Project personnel by a qualified biologist(s) engaged by the Project Applicant. This program will consist of either a video presentation or a "tailgate" training session for all personnel who work on aspects of the Project that occur in or near natural habitats on the Project Site. Printed training materials and briefings will include a discussion of the Mohave ground squirrel. Information will cover basic species biology, general behavior, local distribution, sensitivity to human activities, and legal protection, as well as the penalties for violating State or federal laws, impact avoidance methods, reporting requirements, and the contact information for the person to be notified if sensitive species are discovered on the Project Site. Also, maps showing the locations of special-status wildlife or other construction limitations will be provided to the biological monitors and construction crews before construction activities begin. As part of the training, contractors and heavy equipment operators will be provided with literature and photographs or illustrations of the Mohave ground squirrel so they will be able to identify and avoid harming them during construction.
- Information about the ban on rodenticides and pest rodent traps, and their potential effects on sensitive wildlife species in the region, will be provided to workers in the WEAP. A copy of the WEAP will be posted in the office trailer, or other worker meeting place on the Project Site.
- The biological monitor will maintain a construction-monitoring notebook on site throughout the construction period. The notebook will include this report and attachments, and a list of signatures of all personnel who have successfully completed the WEAP.
- All steep-walled holes or trenches deeper than 6 inches will be covered at the close of each working day using plywood or similar materials, or provided with one or more escape ramps constructed of dirt fill or wooden planks. Excavations will also be inspected for trapped special-status animals each morning before construction activities begin and immediately before the excavation is covered at the end of each working day. Before such holes or trenches are filled, they will be thoroughly inspected

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for trapped special-status animals or other wildlife. Any individuals discovered will be allowed to escape before construction or other Project activities resume.

- Qualified biologists approved to handle Mohave ground squirrels will conduct a preconstruction biological clearance survey in all activity areas to minimize impacts on special-status plants or wildlife species. Clearance surveys would provide 100% coverage of the Project Site, with a focus on locating all Mohave ground squirrels above and below ground. This survey would be performed within the array fence alignment immediately prior to installation of the exclusion fence at the East and West sites and along the road right-of-way, plus a 30-ft buffer of the ground disturbance area. Following exclusion fence construction, the two fenced Arrays would be surveyed for Mohave ground squirrels to ensure that the site is not occupied. Clearance surveys would consist of at least two consecutive surveys performed by walking transects less than or equal to 15 ft. In areas of dense vegetation or when conditions limit the ability to locate Mohave ground squirrels, transects would be reduced in width accordingly. The use of specialized equipment (e.g., fiber optics, remotely operated cameras) may be necessary to thoroughly inspect all potential burrows.
- If a Mohave ground squirrel is occupying the burrow it shall be allowed to escape out of harm's way. If the individual does not relocate on its own, all activities within 200 ft of the burrow shall cease and CDFW consulted to ensure take is avoided.

8.1.2 Mohave Ground Squirrel Avoidance and Minimization Measures and Compensatory Mitigation Measure

- Preconstruction surveys for Mohave ground squirrels will be conducted at most 48 hours before construction that occurs between 15 February and 15 November, and at most 2 weeks before construction that occurs between 16 November and 14 February. Following confirmation that burrows are unoccupied, all potential Mohave ground squirrel burrows in the construction zone will be excavated by a qualified biologist at the time of the survey.
- Because Mohave ground squirrels are attracted to cavities and dens, these animals could enter objects such as pipes and become trapped, or could be injured when the pipes are moved. Therefore, all construction pipes, culverts, or similar structures stored overnight at the Project Site for one or more nights will be either securely capped before storage or thoroughly inspected by the biological monitor for these animals before the pipe is subsequently moved, buried, capped, or otherwise used. If a Mohave ground squirrel is discovered inside a pipe by the biological monitor or anyone else, that section of pipe will not be moved until CDFW has been consulted.
- To mitigate Project impacts on potential habitat, the Project Applicant will either (1) pay into an existing mitigation bank, benefiting Mohave ground squirrels or (2) acquire 17.90 ac of habitat of equal or better quality than the affected habitat (a ratio of 1:1 [1.0 ac of offsite habitat preserved for each acre of suitable habitat affected by the Project within the West Site and distribution line corridor]). If

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option 2 is pursued, a conservation land proposal will be submitted to Inyo County for approval. A conservation easement will be established for the land. If option 1 is pursued, the Project Applicant may pay into a Mohave ground squirrel habitat mitigation bank for compensation at a ratio of 1:1. Selected conservation lands will be relatively flat, with perennial plant cover ranging from 10 to 20% (Zembal and Gall 1980), and will support several plant species necessary for Mohave ground squirrel survival, such as herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobrush (Best 1995). Land selected for the conservation easement must be habitat of equal or better quality than the affected habitat.

8.1.3 Reporting Requirements

- Within 2 months following completion of the estimated 4-month construction period, the Project Applicant will provide Inyo County with a construction status report that will include, at a minimum, a general description of the status of the Project Site, a description of the status of avoidance and minimization measures; an assessment of the effectiveness of the avoidance and minimization measures; and a summary of preconstruction survey results.

Section 9.0 Cumulative Impacts

The cumulative impacts considered during preparation of environmental documents (NEPA Environmental Assessment, CEQA Initial Study/Mitigated Negative Declaration) for the Project included a review of all projects that would result in impacts similar to those of the Proposed Project, due to their potential to collectively contribute to significant cumulative impacts. Such projects in the vicinity of the Project Site include:

- California Department of Transportation's proposed widening of U.S. 395—this project would convert approximately 12.6 miles of U.S. 395 from a two-lane highway into a four-lane highway, from south of Olancho (post mile 29.2) to north of Cartago (post mile 41.8);
- Crystal Geysers Water Bottling Facility—a spring-water bottling facility on 23.46 ac, located approximately 2.9 miles north of the Project Site; and
- The Adventure Trails Program—development of seven off-highway-vehicle trails (each less than 10 miles long) on BLM or U.S. Forest Service (USFS) lands in the vicinity of Lone Pine, approximately 22 miles north of the Project Site.

No other significant development projects, such as commercial or residential developments, are located or planned near the Project Site. Regionally, the Department of Defense (DOD) is expanding training facilities at two military bases and 17 utility scale renewable energy projects (that have consulted with the USFWS) have been constructed or are in the entitlement process within the greater Mojave Desert region.

As a result of the implementation of the avoidance measures and compensatory mitigation for alteration of habitat within the Project Site, cumulatively combined with past, present, and reasonably foreseeable future actions, construction and operation of the Project would not result in significant adverse cumulative impacts on regional populations of Mohave ground squirrel or on this species as a whole

9.1 Cumulative Impacts on Mohave Ground Squirrel

The Mohave Ground Squirrel Technical Advisory Group prepared the *Mohave Ground Squirrel Conservation Priorities* (MGSTAG 2010) to provide recommendations for actions that conserve the Mohave ground squirrel. The primary threat to the species is the loss, degradation, and fragmentation of native vegetation for residential and industrial uses, renewable energy-related projects, agriculture, recreation, and other human uses.

Attachment 1
to Addendum No. 2 to the Mitigated Negative Declaration for Munro Valley Solar, LLC

There are currently eight areas within the historic geographic range of the Mohave ground squirrel range that appear to contain stable populations of the species (MGSTAG 2010). In four of these areas, population trends have been documented over the past 20 to 30 years (Leitner 2008) and the Project site is within one of these areas – the Coso Range-Olancho Core Area. The Project Site however, is not within the 1.7 million ac area identified in the West Mojave Plan (BLM 2006) as the *Mohave Ground Squirrel Conservation Area*. In fact the area around the Project Site that was excluded includes all of the privately held lands and a portion of the government held lands, east of US 395, extending from north of Olancho to the Haiwee Reservoir.

Although unmitigated, small-scale incremental conversion of habitat can have significant cumulative impacts, the proposed, mitigated Project is very small scale relative to other energy related projects proposed or approved for implementation within the species historic geographic range and specifically within Inyo County. For example, within the greater Mojave Desert the BLM has approved solar energy projects on over 21,000 ac of BLM managed land in addition to the approval of energy projects that would affect 21,500 acres of privately held lands where transmission corridors would cross BLM lands (BLM 2014). Many of these Projects are within the known range of the Mohave ground squirrel.

Within Inyo County alone the proposed Hidden Hills Solar Electric Generating System would impact an estimated 3,280 ac of potentially suitable Mojave ground squirrel habitat east of the Project Site (CEC 2014). Similarly, BLM is currently reviewing geothermal lease applications covering over 4,400 acres of BLM managed lands located south of Haiwee Reservoir, which is within both the Coso Range-Olancho Core Area (Leitner 2008) and the BLM's designated Mohave Ground Squirrel Conservation Area (BLM 2005).

The proposed Project would result in alteration of moderate to low suitability habitat, which was previously degraded as a result of development of US 395, nearby rural residential development and agriculture; and is equivalent to less than 1% of the habitat that will be altered through the development of energy related developments currently under review that have been proposed within Inyo County. Given the existing degraded condition of habitat on the Project Site for Mohave ground squirrel, implementation of avoidance measures, and compensatory mitigation for alteration of habitat within the Project Site, the Project would not result in significant adverse cumulative impacts.

Section 10.0 Monitoring Plan for Compensatory Mitigation

If the Project Applicant elects to pay directly into an approved conservation bank benefitting the Mohave ground squirrel, then a new monitoring plan will not be developed. Instead, the Project Applicant will rely on the existing monitoring plan approved for the conservation bank.

If the Project Applicant elects to establish a conservation easement on lands benefitting the Mohave ground squirrel, the Project Applicant will provide the conservation easement to the County of Inyo or another person or entity acceptable to the County of Inyo, or shall transfer ownership of said lands to the County of Inyo or another person or entity acceptable to the County of Inyo.

Section 11.0 Funding Source for Compensatory Mitigation

The permanent protection and management of conservation lands will be ensured through an appropriate mechanism, such as a conservation bank or conservation easement. If the Project Applicant elects to pay into an approved conservation bank, the amount of purchased credits would be proportional to the 1:1 mitigation requirement.

If the Project Applicant elects to create new conservation lands, the conservation easement or outright ownership transfer would be held by the County of Inyo or another person or entity acceptable to the County of Inyo and would be recorded prior to the start of commercial operation. .

Section 12.0 References

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Attachment 1
to Addendum No. 2 to the Mitigated Negative Declaration for Munro Valley Solar, LLC

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DECLARATION OF THOMAS MELONE

I, Thomas Melone, declare:

1. I am Chief Executive Officer of Allco Finance Limited. Allco Finance Limited (“Allco”) is the parent company of the Munro Valley Solar, LLC (the “Developer”). I am an attorney in good standing licensed to practice law in the states of New Jersey and New York for approximately thirty years. I am also admitted to practice before, and in good standing with, the United States Court of Appeals for the Second, Seventh and Ninth Circuits and the United States District Courts for the District of New Jersey and Connecticut.

2. I have extensive experience as outside counsel in tax, energy and finance, including seven years practicing law with Cravath, Swaine & Moore in New York. I am currently a member of the litigation committee of the Board of Advisors of the Institute for Policy Integrity at New York University School of Law. I received my Juris Doctor with high honors from Rutgers Law School - Newark in 1983, my Master of Laws (LLM in taxation) from New York University School of Law in 1989 and my Certified Public Accountant certificate in 1980.

3. I also have extensive experience with the business side of finance, specifically, financing utility assets such as solar projects that sell the energy produced to utilities under power purchase agreements, which is what is present in this case. For the past twenty years, as Chief Executive Officer of Allco and its affiliates I personally been involved in arranging and structuring the financing for billions of dollars of assets ranging from railcars, commercial aircraft, power plants, water and wastewater treatment systems, and air traffic control systems. I have also testified as an expert witness in a utility proceeding involving a power purchase agreement, such as the one involved in the present case.

4. I am fully familiar and have personal knowledge of the agreements that the solar project at issue in this case, Munro Valley Solar, has with the Los Angeles Department of

1 Water and Power ("LADWP"), and all financing and other activities undertaken and planned
2 to be undertaken with respect to the Munro Valley Solar Project.

3 5. I am also fully familiar with the terms and conditions proposed by the California
4 Department of Fish and Wildlife ("CDFW") for the issuance of an incidental take permit for
5 the Mohave ground squirrel to the Munro Valley Solar project..

6 6. The Mitigated Negative Declaration ("MND") for the project adopted by the Inyo
7 County Board of Supervisors concluded the following with respect to the Mohave Ground
8 Squirrel:

9 *The site presents appropriate habitat for the Mojave Ground Squirrel and is*
10 *within the known range of the species, but is outside the Mojave Ground Squirrel*
11 *Conservation Area. Burrows potentially associated with Mojave ground squirrels*
12 *were observed on both sites. The largest threat from the project would be*
13 *crushing of burrows during grading and other construction activities. The project*
14 *proposes to implement construction monitoring for Mojave ground squirrels, and*
15 *preserve off-site habitat for Mojave ground squirrel at a ratio of at least 1:1.*
16 *Impacts to the Mojave ground squirrel would be less than significant after*
17 *implementing the mitigations measures listed above.*

18 7. The CDFW submitted a letter to Inyo County dated January 9, 2014 which contained
19 the following comment concerning the provisions of the MND that addressed mitigation
20 measures for the Mojave Ground Squirrel:

21 *If "take" (California Fish and Game Code Section 86 defines "take" as "hunt,*
22 *pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or*
23 *kill") of MGS or DT cannot be avoided either during construction or over the life*
24 *of the Project, please be advised that an Incidental Take Permit (ITP) would be*
25 *warranted.*

26 8. With respect to the Mojave Ground Squirrel, section III of the approved Permit is
27 titled "Terms and Conditions of Permit" and section III.8.7 of the Permit (page 4) states as
28 follows:

DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground
Squirrel and comply with the mitigation requirements set forth by CDFW for
impacts to the Mojave Ground Squirrel.

9. The Mitigation Monitoring Program ("MMP") adopted by the Inyo County Board of
Supervisors addresses the Mojave Ground Squirrel on page 3. With regard to the Mojave
Ground Squirrel, the MMP states:

MM-BIO-2: The Developer shall obtain an Incidental Take Permit (ITP) for
Mojave Ground Squirrel and comply with the mitigation requirements set forth
by CDFW for impacts to the Mojave Ground Squirrel. Any habitat
conservation required for the mitigation shall be located outside of Inyo
County to the extent feasible.

1 10. The MND required that the Developer preserve off-site habitat for the Mojave Ground
2 Squirrel at a ratio of 1:1 and it contained no requirement that an Incidental Take Permit be
3 obtained from the CDFW. Following the release of the MND for comment, the CDFW
4 submitted a comment that disagreed with the MND's conclusion that impacts to the Mojave
5 Ground Squirrel would be less than significant if off-site habitat at ratio of 1:1 were to be
6 provided if take of the species could not be avoided. The CDFW stated that obtaining an
7 Incidental Take Permit for the Mojave Ground Squirrel would be warranted if take could not
8 be avoided. Subsequent to those comments the CDFW has confirmed to the Developer that
9 an Incidental Take Permit is optional and not required.

10 11. The original plans for the Project provided for a wildlife friendly fence to be installed
11 for the operational phase of the Project. Such a wildlife friendly fence would have allowed
12 the Mohave ground squirrel to enter the Project site increasing the risk that a Mohave ground
13 squirrel could be accidentally taken during Project operations. The Developer now proposes
14 to eliminate the use of a wildlife friendly fence and permanently use an exclusion fence so as
15 to avoid take of the Mohave ground squirrel.

16 12. The report of H.T. Harvey & Associates concludes that based upon the use of an
17 exclusion fence, the pre-construction clearance surveys and the other measures described in
18 the report, that no take of the Mohave ground squirrel should occur. Thus the requirement of
19 an ITP is not suited for the situation and is, by definition, impractical.

20 13. Nevertheless the Developer has in good faith sought to obtain an ITP from the CDFW
21 for the Mohave ground squirrel because the MMP includes that requirement. The Developer
22 has incurred significant costs in connection with its application for an ITP.

23 14. The CDFW has proposed issuing an ITP under conditions that are unworkable,
24 infeasible and not proportional.

25 15. H.T. Harvey & Associates have estimated that the measures proposed by the CDFW
26 as a condition of obtaining an ITP for the first five years of the Project's operation would be a
27 minimum of \$577,577. Such conditions and costs are from a financial perspective
28 unworkable and infeasible.

16. The Project would not be able to obtain permanent financing under the conditions
proposed by the CDFW and the MMP. Thus the Project would not be able to be built.

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17. In order for the Project to be built and receive permanent financing, the requirement of the ITP in the MMP and the permit would need to be removed.

I declare and affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief, and that this declaration was executed in New York, New York on the 13th day of July 2015.



THOMAS MELONE

**Mitigation Monitoring Program
Munro Valley Solar, LLC
General Plan Amendment #2013-01, Renewable Energy Permit #2013-01, Tentative Parcel Map #404, Tentative Parcel Map #405**

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
Aesthetics				
<p>MM-AES-1: The Developer shall submit a landscaping plan to the County Planning Department prior to implementation of the proposed project for approval by the Planning Department Director. The landscaping plan shall demonstrate sufficient landscaping or fencing to mitigate any visual impacts associated with the development as viewed by northbound and southbound traffic on Highway 395. The plan shall also identify which species will be planted, which shall be native and drought-tolerant to the greatest extent possible.-Landscaping shall be installed prior to the issuance of the Certificate of Occupancy and maintained during operation.</p>	<p>Prior to issuance of a building permit, or a Certificate of Occupancy as appropriate; during operation</p>	<p>Inyo County Planning Department</p>		
<p>MM-AES-2 The Developer shall submit a lighting plan to the County Planning Department prior to implementation of the proposed project for approval by the Planning Department Director. Lighting at the transformers and surrounding project site area shall be designed such that lighting shall be directed toward the ground and away from adjacent structures and roadways, and shall of the lowest illumination practical. The lighting plan shall be implemented during operation. If no lighting is to be installed, the Developer shall not be required to submit a</p>	<p>Prior to issuance of a building permit; during operation</p>	<p>Inyo County Planning Department</p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
lighting plan but rather shall indicate in writing to the County that no lighting is to be installed in connection with the project.				
MM-AES-3: Development shall be setback from Highway 395 to the greatest extent possible, such that the solar facility occupies the eastern portion of the western project site and leaves the western edge of the site adjoining Highway 395 free from development.	Prior to issuance of a building permit	Inyo County Planning Department		
MM-AES-4: The fixed-tilt solar photovoltaic panels shall be configured at the lowest angle feasible, such that the visual profile of the project is minimized to the greatest extent possible.	Plans will be reviewed prior to issuance of a building permit, and an inspection to ensure compliance will occur after project construction.			
Air Quality				
MM-AQ-1: The Developer shall submit a general dust mitigation plan to the County for implementation during construction activities, which includes potential use of palliatives to control dust. If the Developer elects to use palliatives for dust mitigation, a list of materials and a material safety data sheet must be provided to and approved by the County and California Department of Fish and Wildlife (CDFW), and a copy shall be kept on the Property. Dust will be controlled	Prior to issuance of a building permit and during construction	Inyo County Planning Department		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
during construction by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District.				
Biological Resources				
MM-BIO-1: If evidence of Desert Kit Fox is found on the site prior to or during construction, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of the California Department of Fish and Wildlife (CDFW).	Prior to and during project construction	Developer, Inyo County Planning Department, CDFW		
MM-BIO-2: <u>The Developer shall obtain an Incidental Take Permit (ITP) for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible.</u>	<u>Prior to issuance of a building permit</u>	<u>Developer, Inyo County Planning Department, CDFW</u>		
MM-BIO-2: <u>Exclusion fencing will be installed around the entirety of the East and West sites before the start of ground-disturbing activities to exclude special-status animals, including Mojave ground squirrel (MGS), from the Project Site. The exclusion fence would be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. The fence would be designed to prevent passage of special-status reptiles and mammals through the fence. The fence will be buried at least 12 inches below grade. All</u>	<u>Prior to issuance of a building permit</u>	<u>Developer, Inyo County Planning Department</u>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>fence construction will be monitored by a qualified biologist to ensure that no animals are harmed.</u> <u>Following installation, the fence will be inspected bi-weekly during construction and quarterly after commercial operation and after all major rainfall events. Any damage to the fence will be repaired immediately.</u></p>				
<p><u>MM-BIO-3: A biological monitor will be present during construction of the Project. The monitor will be responsible for ensuring that impacts on the MGS are avoided to the fullest extent possible. To assist the biological monitor, Project work areas will be clearly demarcated on Project plan sets, and the allowed work limits will be staked in the field, to prevent construction personnel from causing impacts to areas outside of work limits.</u> <u>The biologist(s) will be given the authority to stop any work that would result in the take of MGS. If the biologist(s) exercises this authority, the California Department of Fish and Wildlife (CDFW) will be notified by telephone and electronic mail within one working day.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-4: When monitoring is required on the Project Site, the biological monitor will inspect areas under vehicles and equipment, in and around stockpiled materials, and any other locations where listed species could</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>take refuge to ensure that individuals of any such species are relocated out of harm's way (by a Qualified biologist approved to handle the species) before construction activities begin for the day.</u></p>				
<p><u>MM-BIO-5: If at any time a MGS is discovered in the construction area by the biological monitor or anyone else (including during preconstruction surveys), the protocol outlined below will be followed:</u></p> <ul style="list-style-type: none"> • <u>All work that could result in direct injury, disturbance, or harassment of the individual animal will immediately cease.</u> • <u>The foreman and biological monitor will be immediately notified.</u> • <u>The biological monitor will allow the animal to disperse on its own outside the construction area. The animal will be monitored until it is determined that the animal is not immediately imperiled by predators or other dangers.</u> • <u>The biological monitor will document each event in which construction activities are affected by the presence of listed species and the outcome of the interaction on the individual animal.</u> 	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-6: Vehicles and equipment will be parked on existing roads and previously disturbed areas to the extent</u></p>	<p><u>Prior to issuance of a</u></p>	<p><u>Developer, Inyo County Planning</u></p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>practicable.</u></p> <p><u>Speed limit signs restricting the speed limit to 15 miles per hour (mph) will be installed before site disturbance or construction begins. To minimize disturbance of areas outside the construction zone, all Project-related vehicle traffic will be restricted to established roads, construction areas, and other designated areas. To the extent possible, these areas will be established in locations disturbed by previous activities to prevent further impacts. Also, these areas will be included in preconstruction surveys. Off-road traffic outside of designated traffic areas will be prohibited.</u></p>	<p><u>building permit</u></p>	<p><u>Department</u></p>		
<p><u>MM-BIO-7: Measures will be implemented to suppress dust during all construction activities, as needed through the use of water trucks, 15 mph speed limits, and installation of an aggregate base on all roads.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-8: No firearms will be allowed on the Project Site, unless otherwise approved for security personnel or permitted by law.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-9: To prevent harassment or mortality of MGS by domestic dogs or cats (Felis domesticus), pets will not be permitted to enter the Project Site. Trained scent detections dogs used for environmental compliance monitoring are not considered pets.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<u>MM-BIO-10: All food-related trash items, including wrappers, cans, bottles, and food scraps, will be disposed of in tightly covered and secured trash containers, the contents of which will be removed from the Project Site on a regular basis. Food items may attract ravens, coyotes, and domestic dogs, consequently exposing special-status animals to increased risk of predation. No deliberate feeding of wildlife will be allowed.</u>	<u>Prior to issuance of a building permit</u>	<u>Developer, Inyo County Planning Department</u>		
<u>MM-BIO-11: Chemicals, fuels, lubricants, and biocides will be used only in compliance with all local, State, and federal regulations, to minimize the possibility of contaminating habitat or poisoning predators directly or indirectly. Users of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and State and federal legislation.</u>	<u>Prior to issuance of a building permit</u>	<u>Developer, Inyo County Planning Department</u>		
<u>MM-BIO-12: No rodenticides will be used on the Project Site, to avoid the potential for poisoning MGS and indirectly poisoning native predators and scavengers.</u>	<u>Prior to issuance of a building permit</u>	<u>Developer, Inyo County Planning Department</u>		
<u>MM-BIO-13: No pest rodent trapping (live or lethal) will be permitted on the Project Site, unless conducted by a qualified, CDFW-approved biologist.</u>	<u>Prior to issuance of a building permit</u>	<u>Developer, Inyo County Planning Department</u>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
	<u>permit</u>			
<p><u>MM-BIO-14: A Worker Environmental Awareness Program (WEAP) will be presented to Project personnel by a qualified biologist(s) engaged by the Project Applicant. This program will consist of either a video presentation or a "tailgate" training session for all personnel who work on aspects of the Project that occur in or near natural habitats on the Project Site. Printed training materials and briefings will include a discussion of the MGS. Information will cover basic species biology, general behavior, local distribution, sensitivity to human activities, and legal protection, as well as the penalties for violating State or federal laws, impact avoidance methods, reporting requirements, and the contact information for the person to be notified if sensitive species are discovered on the Project Site. Also, maps showing the locations of special-status wildlife or other construction limitations will be provided to the biological monitors and construction crews before construction activities begin. As part of the training, contractors and heavy equipment operators will be provided with literature and photographs or illustrations of the MGS so they will be able to identify and avoid harming them during construction.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Invo County Planning Department</u></p>		
<p><u>MM-BIO-15: Information about the ban on rodenticides and pest rodent traps, and their potential effects on sensitive</u></p>			<p><u>Prior to issuance of a</u></p>	<p><u>Developer, Invo County Planning</u></p>

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>wildlife species in the region, will be provided to workers in the WEAP. A copy of the WEAP will be posted in the office trailer, or other worker meeting place on the Project Site.</u></p>	<p><u>building permit</u></p>	<p><u>Department</u></p>		
<p><u>MM-BIO-16: The biological monitor will maintain a construction-monitoring notebook on site throughout the construction period. The notebook will include this report and attachments, and a list of signatures of all personnel who have successfully completed the WEAP.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-17: All steep-walled holes or trenches deeper than six inches will be covered at the close of each working day using plywood or similar materials, or provided with one or more escape ramps constructed of dirt fill or wooden planks. Excavations will also be inspected for trapped special-status animals each morning before construction activities begin and immediately before the excavation is covered at the end of each working day. Before such holes or trenches are filled, they will be thoroughly inspected for trapped special-status animals or other wildlife. Any individuals discovered will be allowed to escape before construction or other Project activities resume.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-18: Qualified biologists approved to handle MGS will conduct a preconstruction biological clearance</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>survey in all activity areas to minimize impacts on special-status plants or wildlife species. Clearance surveys would provide 100% coverage of the Project Site with a focus on locating all MGS above and below ground. This survey would be performed within the array fence alignment immediately prior to installation of the exclusion fence at the East and West sites and along the road right-of-way, plus a 30-foot buffer of the ground disturbance area. Following exclusion fence construction, the two fenced Arrays would be surveyed for MGS to ensure that the site is not occupied. Clearance surveys would consist of at least two consecutive surveys performed by walking transects less than or equal to 15 feet. In areas of dense vegetation or when conditions limit the ability to locate MGS, transects would be reduced in width accordingly. The use of specialized equipment (e.g., fiber optics, remotely operated cameras) may be necessary to thoroughly inspect all potential burrows.</u></p>	<p><u>building permit</u></p>	<p><u>Department</u></p>		
<p><u>MM-BIO-19: If a MGS is occupying the burrow it shall be allowed to escape out of harm's way. If the individual does not relocate on its own, all activities within 200 feet of the burrow shall cease and CDFW consulted to ensure take is avoided.</u></p>	<p><u>Prior to issuance of a building permit</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM-BIO-20: Preconstruction surveys for MGS will be conducted at most 48 hours before construction that occurs between February 15 and November 15, and at most</u></p>	<p><u>Prior to and during project construction</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		

Implementation and Verification	Date Completed			
Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>two weeks before construction that occurs between November 16 and February 14. Following confirmation that burrows are unoccupied, all potential MGS burrows in the construction zone will be excavated by a qualified biologist at the time of the survey.</u></p>				
<p><u>MM- BIO-21: Because MGS are attracted to cavities and dens, these animals could enter objects such as pipes and become trapped, or could be injured when the pipes are moved. Therefore, all construction pipes, culverts, or similar structures stored overnight at the Project Site for one or more nights will be either securely capped before storage or thoroughly inspected by the biological monitor for these animals before the pipe is subsequently moved, buried, capped, or otherwise used. If a MGS discovered inside a pipe by the biological monitor or anyone else, that section of pipe will not be moved until CDFW has been consulted.</u></p>	<p><u>Prior to and during project construction</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		
<p><u>MM- BIO-22: To mitigate Project impacts on potential habitat, the Project Applicant will within 180 days from commercial operation, either (1) pay into an existing mitigation bank, benefiting MGS or (2) acquire 17.90 ac of habitat of equal or better quality than the affected habitat (a ratio of 1:1 [1.0 ac of offsite habitat preserved for each acre of suitable habitat</u></p>	<p><u>Prior to and during project construction</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p><u>affected by the Project within the West Site and distribution line corridor). If option 2 is pursued, a conservation land proposal will be submitted to Inyo County for consultation with CDFW and the County's approval. A conservation easement will be established for the land. If option 1 is pursued, the Project Applicant may pay into a MGS habitat mitigation bank for compensation at a ratio of 1:1. Selected conservation lands will be relatively flat, with perennial plant cover ranging from 10 to 20% (Zemba and Gall 1980), and will support several plant species necessary for MGS survival, such as herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobush (Best 1995). Land selected for the conservation easement must be habitat of equal or better quality than the affected habitat.</u></p>				
<p><u>MM-BIO-23: Within 2 months following completion of the estimated four-month construction period, the Project Applicant will provide Inyo County and CDFW with a construction status report that will include, at a minimum, a general description of the status of the Project Site, a description of the status of avoidance and minimization measures; an assessment of the effectiveness of the avoidance and minimization measures; and a summary of</u></p>	<p><u>Within 2 months of project construction completion.</u></p>	<p><u>Developer, Inyo County Planning Department</u></p>		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<u>preconstruction survey results.</u>				
MM-BIO-243: The Developer shall hire consultant biologists to survey and submit to CDFW any needed biological surveys, including regular monitoring by a qualified biologist of nesting birds during the period of February 15th through September 15th during construction of the project, and ongoing monitoring of impacts to migrating birds during construction and operation of the Project.	Project construction and operation	Developer, Inyo County Planning Department, CDFW		
MM-BIO-254 Prior to issuance of a building permit, the Developer shall provide the County with an Invasive Weed Management Plan utilizing Best Management Practices for review and approval for implementation during construction.	Prior to issuance of a building permit	Inyo County Planning Department		
Cultural Resources				
MM-CUL-1: Prior to subsurface ground disturbance within a square meter of the sites identified in the cultural survey prepared for the project (ECORP Consulting, May 2013), a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the sites per the California Register of Historic Places. Any artifacts will be left undisturbed in place (this is the preferred method). If resources absolutely cannot be avoided, data recovery shall be performed by a qualified professional in conjunction with Tribal consultation for curation, or donation to a local tribe for reburial or other appropriate treatment. The Developer shall also allow a qualified professional monitor to be present during all on-site ground disturbing activities; if feasible, the monitor will be a Native American cultural monitor from the Owens Consulting,	Prior to subsurface ground disturbance within a square meter of the sites identified in the cultural survey prepared for the project	Inyo County Planning Department in consultation with Owens Valley Paiute Tribes		

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
Implementation and Verification				
Valley. In the unlikely event that unanticipated cultural resources are discovered, then Developer shall be required to cease all ground-disturbing activities in the immediate vicinity until a qualified archeologist and/or other appropriate specialist has evaluated the find and appropriate actions are undertaken such as avoidance, relocation, and/or curation. Although not anticipated, if human remains are discovered, the procedures required by CEQA Guidelines Section 15064.5(c) shall be followed.	May 2013; prior to and continuing during construction			
Transportation and Traffic				
MM-TT-1: It is unlikely that there will be significant traffic impacts associated with the project; however, the project will supply traffic control during construction to mitigate any potential traffic impacts.	During project construction	Inyo County Planning Department		
Utilities and Service Systems				
MM-USS-1: The Developer shall provide appropriate dumpsters from offsite to separate and recycle all of the cardboard, and any plastic and other packaging material, that can be recycled at the Lone Pine Landfill. Materials that cannot be recycled will not be mixed with recyclable materials and disposed of at the Lone Pine Landfill. Construction materials will be sorted on site for recycling.	During project construction	Inyo County Planning Department		
MM-USS-2 During decommissioning of the solar facility, to the extent economical and consistent with practices at the time, functioning solar modules will be stored for reuse and non-functioning modules and other material will be sent to a third party for recycling. Solar modules will not be disposed of in Inyo County. All construction and decommissioning	During project decommissioning	Inyo County Planning Department		

Mitigation Monitoring Program
Munro Valley Solar, LLC

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Action	Date Completed
<p>waste shall be sorted prior to disposal, and disposal rates shall be higher for disposal of non-sorted materials at any Inyo County waste facility. This is not intended to be a substitute for the decommissioning plan/provisions found in the Renewable Energy Permit at paragraph 10 and Exhibit "C".</p>				

Note: This document incorporates by reference Renewable Energy Permit #2013-01/Munro Valley Solar, LLC

AMENDMENT NUMBER 1

RENEWABLE ENERGY DEVELOPMENT PERMIT ISSUED BY THE COUNTY OF INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITY IN OLANCHA (ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)

I. RECITALS

A. On September 24, 2014, the Inyo County Planning Commission conditionally approved Renewable Energy Permit #2013-01/Munro Valley Solar, LLC. (“Renewable Energy Permit”).

B. Section 8.7 of the Renewable Energy Permit provides:

8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process. If evidence of Desert Kit Fox is found on the site prior to or during construction, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of CDFW. DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible. DEVELOPER shall be responsible for hiring consultant biologists to survey and submit to CDFW any needed biological surveys, including ongoing monitoring during the period of February 15th through September 15th during construction of the project of nesting birds and ongoing monitoring of impacts to migrating birds during construction and operation of the Project.

C. Following the approval of the Renewable Energy Permit, DEVELOPER has worked with CDFW to obtain an Incidental Take Permit. DEVELOPER has stated that the measures proposed by CDFW as part of the Incidental Take Permit are unworkable and impractical and would make the obtaining of financing for the Project difficult, if not impossible.

D. DEVELOPER has requested that section 8.7 of the Renewable Energy Permit be modified to delete the requirement that the DEVELOPER obtain an Incidental Take Permit from CDFW and has proposed substitute mitigation measures.

II. AMENDMENT OF RENEWABLE ENERGY PERMIT

1. Section 8.7 of the Renewable Energy Permit is amended to read as follows:

8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process. If

evidence of Desert Kit Fox is found on the site prior to or during construction, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of CDFW. DEVELOPER shall comply with each of the mitigation measures listed on Attachment 1 hereto. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible. DEVELOPER shall be responsible for hiring consultant biologists to survey and submit to CDFW any needed biological surveys, including ongoing monitoring during the period of February 15th through September 15th during construction of the project of nesting birds and ongoing monitoring of impacts to migrating birds during construction and operation of the Project.

- 2. No other term, provision or condition of the Renewable Energy Permit is modified by this amendment of Section 8.7 of the Permit.

The Parties hereto, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date: _____

By: _____
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Inyo
By: _____
Deputy Clerk

APPLICANT/ OWNER (DEVELOPER)

Corporations Code section 17157 requires that contracts with a Limited Liability Company (LLC) shall be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Applicant/Owner
Date: _____

By _____
TITLE _____

Date: _____

By _____
TITLE _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Inyo

On _____ before me, (_____),
appeared _____

_____ personally who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 1

A. General Avoidance and Minimization Measures

1. Exclusion fencing will be installed around the entirety of the East and West sites before the start of ground-disturbing activities to exclude special-status animals, including Mohave ground squirrel (MGS), from the Project Site. The exclusion fence would be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. The fence would be designed to prevent passage of special-status reptiles and mammals through the fence. The fence will be buried at least 12 inches below grade. All fence construction will be monitored by a qualified biologist to ensure that no animals are harmed. Following installation, the fence will be inspected bi-weekly during construction and quarterly after commercial operation and after all major rainfall events. Any damage to the fence will be repaired immediately.
2. A biological monitor will be present during construction of the Project. The monitor will be responsible for ensuring that impacts on the MGS are avoided to the fullest extent possible. To assist the biological monitor, Project work areas will be clearly demarcated on Project plan sets, and the allowed work limits will be staked in the field, to prevent construction personnel from causing impacts to areas outside of work limits.
3. The biologist(s) will be given the authority to stop any work that would result in the take of MGS. If the biologist(s) exercises this authority, the California Department of Fish and Wildlife (CDFW) will be notified by telephone and electronic mail within one working day.
4. When monitoring is required on the Project Site, the biological monitor will inspect areas under vehicles and equipment, in and around stockpiled materials, and any other locations where listed species could take refuge to ensure that individuals of any such species are relocated out of harm's way (by a Qualified biologist approved to handle the species) before construction activities begin for the day.
5. If at any time a MGS is discovered in the construction area by the biological monitor or anyone else (including during preconstruction surveys), the protocol outlined below will be followed:
 - a. All work that could result in direct injury, disturbance, or harassment of the individual animal will immediately cease.
 - b. The foreman and biological monitor will be immediately notified.

- c. The biological monitor will allow the animal to disperse on its own outside the construction area. The animal will be monitored until it is determined that the animal is not immediately imperiled by predators or other dangers.
 - d. The biological monitor will document each event in which construction activities are affected by the presence of listed species and the outcome of the interaction on the individual animal.
6. Vehicles and equipment will be parked on existing roads and previously disturbed areas to the extent practicable.
7. Speed limit signs restricting the speed limit to 15 miles per hour (mph) shall be installed before site disturbance or construction begins. To minimize disturbance of areas outside the construction zone, all Project-related vehicle traffic will be restricted to established roads, construction areas, and other designated areas. To the extent possible, these areas will be established in locations disturbed by previous activities to prevent further impacts. Also, these areas will be included in preconstruction surveys. Off-road traffic outside of designated traffic areas will be prohibited.
8. Measures will be implemented to suppress dust during all construction activities, as needed through the use of water trucks, 15 mph speed limits, and installation of an aggregate base on all roads.
9. No firearms will be allowed on the Project Site, unless otherwise approved for security personnel or permitted by law.
10. To prevent harassment or mortality of MGS by domestic dogs or cats (*Felis domesticus*), pets will not be permitted to enter the Project Site. Trained scent detection dogs used for environmental compliance monitoring are not considered pets.
11. All food-related trash items, including wrappers, cans, bottles, and food scraps, will be disposed of in tightly covered and secured trash containers, the contents of which will be removed from the Project Site on a regular basis. Food items may attract ravens, coyotes, and domestic dogs, consequently exposing special-status animals to increased risk of predation. No deliberate feeding of wildlife will be allowed.
12. Chemicals, fuels, lubricants, and biocides will be used only in compliance with all local, State, and federal regulations, to minimize the possibility of contaminating habitat or poisoning predators directly or indirectly. Users of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and State and federal legislation.
13. No rodenticides will be used on the Project Site, to avoid the potential for poisoning MGS and indirectly poisoning native predators and scavengers.

14. No pest rodent trapping (live or lethal) will be permitted on the Project Site, unless conducted by a qualified, CDFW-approved biologist.
15. A Worker Environmental Awareness Program (WEAP) will be presented to Project personnel by a qualified biologist(s) engaged by the Project Applicant. This program will consist of either a video presentation or a "tailgate" training session for all personnel who work on aspects of the Project that occur in or near natural habitats on the Project Site. Printed training materials and briefings will include a discussion of the MGS. Information will cover basic species biology, general behavior, local distribution, sensitivity to human activities, and legal protection, as well as the penalties for violating State or federal laws, impact avoidance methods, reporting requirements, and the contact information for the person to be notified if sensitive species are discovered on the Project Site. Also, maps showing the locations of special-status wildlife or other construction limitations will be provided to the biological monitors and construction crews before construction activities begin. As part of the training, contractors and heavy equipment operators will be provided with literature and photographs or illustrations of the MGS so they will be able to identify and avoid harming them during construction.
16. Information about the ban on rodenticides and pest rodent traps, and their potential effects on sensitive wildlife species in the region, will be provided to workers in the WEAP. A copy of the WEAP will be posted in the office trailer, or other worker meeting place on the Project Site.
17. The biological monitor will maintain a construction-monitoring notebook on site throughout the construction period. The notebook will include this report and attachments, and a list of signatures of all personnel who have successfully completed the WEAP.
18. All steep-walled holes or trenches deeper than six inches will be covered at the close of each working day using plywood or similar materials, or provided with one or more escape ramps constructed of dirt fill or wooden planks. Excavations will also be inspected for trapped special-status animals each morning before construction activities begin and immediately before the excavation is covered at the end of each working day. Before such holes or trenches are filled, they will be thoroughly inspected for trapped special-status animals or other wildlife. Any individuals discovered will be allowed to escape before construction or other Project activities resume.
19. Qualified biologists approved to handle MGS will conduct a preconstruction biological clearance survey in all activity areas to minimize impacts on special-status plants or wildlife species. Clearance surveys would provide 100% coverage of the Project Site, with a focus on locating all MGS above and below ground. This survey would be performed within the array fence alignment immediately prior to installation of the exclusion fence at the East and West sites and along the road right-of-way, plus a 30-foot buffer of the ground disturbance area. Following exclusion

fence construction, the two fenced Arrays would be surveyed for MGS to ensure that the site is not occupied. Clearance surveys would consist of at least two consecutive surveys performed by walking transects less than or equal to 15 feet. In areas of dense vegetation or when conditions limit the ability to locate MGS, transects would be reduced in width accordingly. The use of specialized equipment (e.g., fiber optics, remotely operated cameras) may be necessary to thoroughly inspect all potential burrows.

20. If a MGS is occupying the burrow it shall be allowed to escape out of harm's way. If the individual does not relocate on its own, all activities within 200 feet of the burrow shall cease and CDFW consulted to ensure take is avoided.

B. MGS Avoidance and Minimization Measures and Compensatory Mitigation Measure

1. Preconstruction surveys for MGS will be conducted at most 48 hours before construction that occurs between February 15 and November 15, and at most two weeks before construction that occurs between November 16 and February 14. Following confirmation that burrows are unoccupied, all potential MGS burrows in the construction zone will be excavated by a qualified biologist at the time of the survey.
2. Because MGS are attracted to cavities and dens, these animals could enter objects such as pipes and become trapped, or could be injured when the pipes are moved. Therefore, all construction pipes, culverts, or similar structures stored overnight at the Project Site for one or more nights will be either securely capped before storage or thoroughly inspected by the biological monitor for these animals before the pipe is subsequently moved, buried, capped, or otherwise used. If a MGS discovered inside a pipe by the biological monitor or anyone else, that section of pipe will not be moved until CDFW has been consulted.
3. To mitigate Project impacts on potential habitat, the Project Applicant will within 180 days from commercial operation, either (1) pay into an existing mitigation bank, benefiting MGS or (2) acquire 17.90 ac of habitat of equal or better quality than the affected habitat (a ratio of 1:1 [1.0 ac of offsite habitat preserved for each acre of suitable habitat affected by the Project within the West Site and distribution line corridor]). If option 2 is pursued, a conservation land proposal will be submitted to Inyo County for consultation with CDFW and the County's approval. A conservation easement will be established for the land. If option 1 is pursued, the Project Applicant may pay into a MGS habitat mitigation bank for compensation at a ratio of 1:1. Selected conservation lands will be relatively flat, with perennial plant cover ranging from 10 to 20% (Zemba and Gall 1980), and will support several plant species necessary for MGS survival, such as herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobush (Best 1995). Land selected for the conservation easement must be habitat of equal or better quality than the affected habitat.

C. Reporting Requirements

Attachment 3

Within 2 months following completion of the estimated four-month construction period, the Project Applicant will provide Inyo County and CDFW with a construction status report that will include, at a minimum, a general description of the status of the Project Site, a description of the status of avoidance and minimization measures; an assessment of the effectiveness of the avoidance and minimization measures; and a summary of preconstruction survey results.

Munro Valley Solar LLC

222 S 9th St, Suite 1600
Minneapolis, MN 55402

Attachment 4

Photo 1.



Photo 2.



Corporate Office

222 South 9th Street, Suite 1600, Minneapolis, MN 55402



February 6, 2017

Christopher Little
Ecos Energy
222 South Ninth Street, Suite 1600
Minneapolis, MN 55402

Subject: Measures to Support Removal of Permanent Wildlife Exclusion Fences and Ensure No Take of Mohave Ground Squirrel

Dear Mr. Little:

The Munro Valley Solar Project has demonstrated a commitment to ensure no take of Mohave ground squirrel (*Xerospermophilus mohavensis*) under the California Endangered Species Act. Take avoidance measures were incorporated into the *Munro Valley Solar Project Mohave Ground Squirrel Report* (H. T. Harvey & Associates 2015) to be implemented during project construction and operations because the species occurs in the vicinity even though no Mohave ground squirrels have been detected within the solar site (H. T. Harvey & Associates 2014).

Avoidance measures included the construction and regular maintenance of permanent, exterior wildlife exclusion fence to prevent Mohave ground squirrels from entering the solar site. Because operational activities at the facility do not occur on a daily basis and wind-blown sand builds up on the fence, maintenance of the fence to achieve the objective of excluding Mohave ground squirrels is challenging and the fence cannot be relied upon to ensure the exclusion of Mohave ground squirrels. While no Mohave ground squirrels have been observed within the fenced boundary, white-tailed antelope squirrels (*Ammospermophilus leucurus*) have been observed within the boundaries of the facility. Moreover, the ongoing need to repair the fence increases the level of human disturbance and ground disturbing activity in the area, which has resulted in us reconsidering the most effective way to ensure avoidance of the Mohave ground squirrel during the long operational life of the project.

Adaptive management is a responsive and flexible approach to resource management that integrates ecological theory, field manipulations and interventions, and feedback allowing for refinement of management actions through time. The premise of adaptive management is that ecological systems are dynamic and characterized by variability and uncertainty that challenges conservation efforts. As a consequence, management capable of responding to dynamic and at times unpredictable environmental conditions are more likely to succeed in achieving long-term management objectives, such as preventing take of Mohave ground squirrel during the operation period of the Munro Valley Solar Project. The purpose of this letter is to describe an adaptive approach to achieving the objective of avoiding take of Mohave ground squirrel during project operations and

maintenance of the Munro Valley Solar Project in light of the feedback received on the limitations of the effectiveness of some aspects of the current approach.

Adaptive Recommendations to Ensure Take Avoidance

The current approach to ensure avoidance of the Mohave ground squirrel during the life of the project includes a number of measures that have been found to be effective for small mammals at solar development sites, including the Munro Valley Solar Project. These include the following, and our recommendation is to continue the implementation of these measures at the Munro Valley Solar Project.

Current Conservation Measures that Shall Remain in Place

- Project personnel will comply with the project-specific mitigation and monitoring plan.
- Project personnel will comply with local, state, and federal regulations regarding use of chemicals, fuels, lubricants, and biocides.
- Use of rodenticide and pest rodent trapping is banned.
- Rodent trapping is prohibited unless authorized by the California Department of Fish and Wildlife (CDFW).
- A worker environmental awareness program will be provided to all project personnel.
- All steep-walled holes and trenches deeper than 6 inches will be covered or provided with an escape ramp to ensure that wildlife is not inadvertently trapped in them.
- Vehicles and equipment will be parked only on existing roads and previously disturbed areas.
- Signs restricting the speed limit on the site to 15 mph will be posted and adhered to.
- Firearms are prohibited from the site unless approved for security purposes.
- Domestic pets are prohibited from the site; however, trained scent detection dogs used for compliance monitoring are allowed.
- All food-related trash will be properly contained and removed from the site regularly.
- All pipes or similar structures that will be stored on site for one night or more will be securely capped to prevent Mohave ground squirrels from entering them.

For the reasons described in the preceding paragraphs, we recommend that the permanent, exterior wildlife exclusion fence for Mohave ground squirrel be removed and replaced with additional, active conservation measures to be implemented during O&M period to ensure no take of Mohave ground squirrel. Similar measures to those described below have been incorporated into operational solar site management plans elsewhere in California to protect federally and state-listed small mammals.

Routine O&M activities typically occur during daylight hours; are minimally disruptive; and involve system maintenance and repair, testing and visual inspections, monitoring of the overall system, meter reading, and security surveys and actions. We recommend that the following, additional conservation measures be implemented to ensure no take of Mohave ground squirrel during routine O&M activities at the Munro Valley Solar Project.

Proposed Additional Conservation Measures that Shall be Implemented during Routine O&M Activities

- Access to the project sites is restricted to emergency personnel and O&M staff members.
- No deliberate feeding of wildlife is allowed.
- All herbicide application will be implemented by a California-licensed Licensed Qualified Applicator.
- All herbicide application will be conducted pursuant to written recommendations prepared by a California-licensed Pest Control Advisor and according the Project herbicide application manual.
- Herbicides will not be applied during or within 72 hours of a recent or predicted rain event.
- Herbicides will not be applied during conditions where herbicide drift is likely. In general, herbicide application when wind speeds exceed 10 mph will be avoided.
- The use of herbicides will be avoided in areas where sensitive wildlife could be negatively affected, such as on small mammal burrows,
- If a transformer is suspected of leaking, or before work that may result in oil spillage or leakage begins, the transformer will be enclosed with an impermeable exclusion barrier so the transformer oil is not available for ingestion by Mohave ground squirrels or other wildlife.
- Spill kits will be readily available to clean up any spilled fuel or other contaminants.
- Any hazardous materials stored on the project site during project activities will be the minimum necessary for that activity and will be stored in contained areas that preclude exposure to wildlife.
- In the event of a fuel or hazardous waste leak or spill, work will immediately stop and, following pertinent state and federal statutes and regulations, repair and cleanup will be performed by qualified individuals at the time of occurrence or as soon as it is safe to do so.
- Workers will visually inspect under vehicles and equipment for Mohave ground squirrels and other wildlife every time a vehicle or equipment is moved. If a Mohave ground squirrel is present, the worker will wait for the individual to move on its own to a safe location. Any type of harassment to encourage the animal to leave, such as throwing objects or yelling, is strictly prohibited.
- If a Mohave ground squirrel is encountered on site, whether near a burrow or not, work must stop within 200 feet of individual until the individual has left the area on its own accord. Project personnel must not approach the individual.

- If Mohave ground squirrels are observed in the vicinity of a work area, burrows within 200 feet of the observation and with the potential to be occupied by Mohave ground squirrels should be avoided to the maximum extent practical. If the burrow entrance cannot be avoided by a vehicle or equipment, a 4- x 8-foot sheet of 1-inch material or a stronger board will be placed over the burrow entrance to allow the O&M activity to be conducted, but the board must be removed after 30 minutes or following completion of the task, whichever is shorter.
- Project personnel will not knowingly drive or park vehicles or equipment directly over Mohave ground squirrel burrows.
- During daily pedestrian activities, such as walking in an array to inspect the condition of equipment or to wash panels, project personnel may walk and work around burrows. The burrow entrances will not be stepped on and will be avoided to prevent damage to the entrance or causing the entrance to become plugged.
- Notify a qualified biologist if any Mohave ground squirrels are observed within the Project site. The qualified biologist shall discuss the effectiveness of avoidance measures with CDFW and any need to make further refinements to conservation measures to avoid take.

During the operational life of the project, ground and vegetation disturbance may occasionally be required by project personnel. Ground disturbance may include trenching, blading, scraping, excavating, and filling activities. Vegetation disturbance may include mowing or other mechanical treatments to remove vegetation. We recommend that the following, additional conservation measures be implemented to ensure no take of Mohave ground squirrel during ground- and vegetation-disturbing activities at the Munro Valley Solar Project.

Proposed Additional Conservation Measures that Shall be Implemented to Address Ground- and Vegetation-Disturbing Activities

- Clearing of vegetation and grading shall be minimized and the footprint of disturbed ground will be limited to the smallest area practicable.
- All project work areas shall be clearly flagged or similarly marked at the outer boundaries to define the limit of work activities. All workers shall restrict their activities and vehicles to areas that have been flagged to eliminate adverse impacts to Mohave ground squirrel and its habitat. All workers shall be instructed that their activities are restricted to flagged and cleared areas.
- To the maximum extent possible, activities will be scheduled within the active, above-ground period that generally extends from February through July, so that individuals can be detected during pre-activity surveys.
- No more than 30 days prior to the start of any ground-disturbing or vegetation-disturbing O&M activity, a qualified biologist will complete a survey of the work area to identify the presence of suitable burrows

that may be affected by the proposed O&M activity, the potential for take, and the need for any additional avoidance measure to ensure take is avoided.

- A biological monitor shall be present in each area of active surface disturbance throughout the work day during the duration of the ground-disturbing or vegetation-disturbing O&M activity. If any Mohave ground squirrels are observed within the work area, the O&M activities shall cease and the qualified biologist shall discuss the effectiveness of avoidance measures with CDFW and any need to make further refinements to conservation measures to avoid take.

If you have any questions, please contact me at 559.476.3172 or asparks@harveyecology.com.

Sincerely,



Amy L. Sparks, J.D.
Associate Regulatory Specialist

References

- H. T. Harvey & Associates. 2014. Munro Valley Solar Project Mohave Ground Squirrel Trapping Results Report. Fresno, California. Prepared for Eco Energy. Minneapolis, Minnesota.
- H. T. Harvey & Associates. 2015. Munro Valley Solar Project Mohave Ground Squirrel Report. Prepared for Inyo County, California.